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Current Topics.

Solicitor's Election as to Remuneration.

ATTENTION may be called to the decision of FARWELL, J., in *Re Evans* (1905, 1 Ch. 290), upon the right of a solicitor to elect as to the mode of his remuneration. Rule 6 of the General Order under the Solicitors' Remuneration Act, 1881, provides that "in all cases to which the scales prescribed in Schedule I. hereto shall apply, a solicitor may, before undertaking any business, by writing under his hand communicated to the client, elect that his remuneration shall be according to the present system as altered by Schedule II. hereto; but, if no such election shall be made, his remuneration shall be according to the scale prescribed by this order." In the present case a solicitor, employed by a school board to act in regard to the purchase of a piece of land for £350, had given written notice of election under rule 6, and the notice had been agreed to. The education committee, who succeeded the school board, applied for taxation of his bill, and the taxing-master allowed only the scale charge, upon the ground that, as against trustees and persons in a fiduciary position, among whom he included public authorities, a solicitor could not exercise his right to elect to be remunerated according to the old system. There is no such distinction suggested by the language of rule 6, and FARWELL, J., has naturally held that the taxing-master could not introduce it. The reason of the rule is sufficiently obvious. In general the scale gives a good working basis of remuneration taking one class of business with another, but occasionally a solicitor may see that business of small pecuniary amount will involve quite an exceptional amount of trouble, and then he can protect himself by an election under rule 6. The ground for the application of the rule is exactly the same whatever may be the position of the client, whether he is beneficially interested or whether he is in a fiduciary position. "I do not see," said FARWELL, J., "on what possible grounds the taxing-master assumes an authority to strike out the provisions of the rule in cases where trustees or local authorities are concerned"; and subsequently, after referring to rule 6: "I decide this case upon that rule, and I do not see what jurisdiction the taxing-master has to deprive solicitors of the option given to them by that rule, or what justification he has for charging the local authority with breach of duty for assenting to the exercise of that option."

Solicitors' Accounts.

PROPER bookkeeping may doubtless be regarded as essential to the satisfactory conduct of a solicitor's business as much as to a business which is of a commercial character, but there is a wide difference between the satisfactory conduct of a business and the professional honour of the man by whom it is carried on, and we hope that this distinction will be borne in mind if an attempt is ever made to apply some of the remarks which fell from the bench in *Re A Solicitor* (reported elsewhere). "The negligent keeping of accounts in the case of a solicitor receiving the money of his clients," the Lord Chief Justice is reported to have said, "may amount to professional misconduct." Of course, any such remark must be taken in connection with the circumstances which give rise to it. In the present case there was the fact that the client's money had been paid into the solicitor's own banking account, which was then, and which remained, overdrawn. But this circumstance again does not by itself go for much. If bankers know anything about their own business, an overdrawn account is rather a sign of the customer's credit than of his insolvency. The test must be whether, when the solicitor pays the client's money into such an account, his relations with his banker and the general state of his finances are such as to make him doubtful whether he can readily draw it out again. And it is the same with the keeping of accounts. A professional man's accounts may not be kept in a manner to satisfy the head of the counting-house in a large business, but the inconvenience is primarily felt by himself, and it does not affect his clients unless the confusion is such as to make it difficult to discover what money of the clients the solicitor ought to have in his hands. Mere delay in payment is not, as *WILLS, J.*, held in *Re A Solicitor* (39 SOLICITORS' JOURNAL 202), professional misconduct. The client has, like any other creditor, his remedy in civil proceedings. We take it that there is no case of professional misconduct unless the solicitor is carrying on his business in such a way and under such circumstances as to make it unlikely that clients will be able to obtain money received on their account. Probably the present judgment does not go further than this, and at any rate it does not suggest that a solicitor is bound, as a matter of professional honour, to keep a separate banking account for clients' money, however expedient such a course may be.

The New Licensing Act.

IMPORTANT QUESTIONS under the new Licensing Act were decided this week by a Divisional Court in *Rex v. Tolhurst* and a number of other cases raising similar points. In each of the cases licensing justices had made an order referring the question of the renewal of a licence to quarter sessions on the ground that it was not required having regard to the wants of the neighbourhood. In some of the cases notices of objection to the renewal had been served upon the licence-holders, and a certain amount of evidence had been heard as to the number of licensed houses in the immediate neighbourhood, the population, &c. In others no notices of objection had been served, and no evidence on oath was given at all, but the justices had referred the question of renewal to quarter sessions on their own knowledge acquired before the meeting. In all the cases rules *nisi* had been granted for prohibition against proceeding further in the reference to quarter sessions, and for *mandamus* calling upon the justices to hear and determine the application for renewal. Now, by sub-section 2 of section 1 of the new Act, the power of referring to quarter sessions is given where the justices are considering the question of a renewal "in accordance with the Licensing Acts, 1828 to 1902." Therefore, it seems clear that under the new Act the justices can only refer a licence where, except for the Act, they would under previous legislation be in a position to refuse renewal. But section 42 of the Act of 1872 expressly provides that justices "shall not entertain any objection to the renewal" of a licence unless written notice of an intention to oppose has been served upon the licence-holder. Besides this, on general principles of justice and fairness, it seems most extraordinary that any justices could be found to decide a matter of such importance to the licensee without giving him any kind of opportunity of being heard. Hence probably few will be found to doubt the correctness of the decision of the High Court in granting a *mandamus*

to the justices to hear and determine those cases in which no notice of opposition to the renewal had been given to the holders.

Requisites to Enable Justices to Refer the Question of Renewal.

THE OTHER question is more difficult. Notices of objection had been given, and evidence called, though the evidence was of a superficial nature; but the holders seem to have been at liberty to call what evidence they pleased in support of the application for renewal. In these cases the appeals were practically founded upon the contention that justices should not refer a question of renewal to quarter sessions except upon evidence sufficient, in their opinion, to justify them in closing the house if the Act had not taken away that power from them. Now, it was decided last year by the court in *Raven v. Southampton Justices* (1904, 1 K. B. 430) that quarter sessions could not refuse to renew a licence on the ground that it was not required, merely on the evidence of a map shewing the number of licensed houses within a certain radius. It was on such evidence, however, that in several of the cases under notice the justices had decided to refer the question of renewal to quarter sessions. But it does not seem reasonable that the tribunal who have only power to refer and report should be required to investigate the matter as thoroughly as the tribunal who can act. The functions of the licensing justices appear to be somewhat like those of a magistrate committing a person for trial. He need not hear more evidence for the prosecution than is sufficient to establish a *prima facie* case, and need not be convinced in his own mind of the man's guilt; but he must give the accused the opportunity of displacing the *prima facie* evidence by other evidence if he chooses to make the attempt. Hence the court was probably right in holding that in these cases it was not necessary for the justices, before deciding to refer the matters to quarter sessions, to inquire into matters which quarter sessions would have to go into fully when the question of renewal came before them. The rule for a *mandamus* was therefore discharged where notices had been given and evidence heard. In each of the cases the rule for a prohibition was discharged, though the court refused to decide the question whether prohibition lies to licensing justices. It seems to be well established now that *certiorari* does not lie to licensing justices, and on similar grounds it would appear that if *certiorari* does not lie, neither can prohibition.

Purchase of Ground-rents as a Trust Investment.

OCCASIONALLY the question arises whether the power conferred by the Trustee Act, 1893, to invest trust funds "on real or heritable securities in Great Britain and Ireland" authorizes a purchase of freehold ground-rents, and it appears to be correct to say that it does not, upon the ground that the purchase of property outright is not an investment on a "security." In the recent case of *Re Mordan* (1905, 1 Ch. 515), however, a will gave power to invest the trust funds "on Government securities of Great Britain, or upon freehold ground-rents, or upon leasehold ground-rents not having less than sixty years unexpired and held direct from the freeholder." The trustees were directed to receive the "dividends, rents, and annual income thereof," and to apply the same in a specified manner. They invested part of the trust funds in the purchase of leasehold ground-rents of the kind mentioned in the will, but it was objected that this was a breach of trust, the investment clause only authorizing a loan upon the security of ground-rents. In other words, it was contended that the trustees' powers went no further than where there is a power to invest upon real or leasehold securities, and to this argument *KEKEWICH, J.*, acceded. But it is to be noticed that the rule restricting an investment to a loan upon ground-rents rests upon the use of the word "securities." Here the trustees were expressly authorized to invest upon ground-rents, and if this was to be restricted to a loan upon the security of such property it could only be by giving a very special force to the word "upon." There were other indications, moreover, in the will which prevented this construction. The investment "on Government securities" included the purchase of such securities, and similarly, therefore, the investment upon ground-rents included the purchase of ground-rents; and this was assisted by

the recognition in the will that the investment might produce "rents." But the decision, on the particular words of the will, that the purchase of ground-rents was unauthorized confirms the opinion that, under the ordinary power to invest on real securities, such a purchase is not authorized.

Driver Giving Strangers a Ride on His Vehicle.

IN READING the report of *Stobie v. Poole*, a case recently tried before LAWRENCE, J., we have much difficulty in understanding how the case came to be submitted to the jury, for we can find no trace of a cause of action. The facts appear to have been that the plaintiff was a boy of twelve years old, suing by his father as next friend, and that the defendant, a retired army surgeon, had, with some other benevolent persons, joined in purchasing a locomotive engine to assist horses who had to draw heavy loads up hills at Norwood. The defendant had employed a driver for this engine, with a boy to help him. On one occasion last year the engine was sent for, and while it was on its way the driver was alleged to have allowed the plaintiff to have a ride upon the car. It became necessary to back the engine in order that it might be attached to a van, and while this was going on, the van gave a jerk which caused the lad to be thrown off. He endeavoured to get out of the way of the van but was knocked down and seriously injured. The driver, who was called, stated that he never gave permission to the plaintiff to ride on the engine, and had never in fact seen him. The jury appear to have adopted this view, for they found a verdict for the defendant. But assuming that the lad's story was true—that the driver gave him a ride, and that he fell off owing to the driver's negligence—how could the defendant be responsible? Can a coachman, or the driver of a vehicle, who offers a ride to some acquaintance, or possibly to a mere stranger, be considered to be acting in the ordinary course of his employment? In most cases a driver who took up a passenger in the manner described would incur the displeasure of his master if the fact became known, but even if the master knew that his driver admitted strangers to the use of the carriage and was too indolent to interfere, this would be no evidence of a ratification of the act. Some of our judges and text-writers have thought that English law has gone further in making the master responsible for the act of his servant than is altogether expedient; but they could hardly have supposed that an action like the present one would have been brought. We think it is much to be regretted that cases of this description should be submitted to the jury, for their compassion for a serious bodily injury is often greater than their sense of justice, and an unfavourable impression is often created when a verdict is set aside on a point of law.

The Arrest of a Criminal in France.*

THERE IS an old saying that the law has to hold its peace among armed men, but a warrant for the arrest of a malefactor must be executed though it is well known that he has deadly weapons in his hands and is ready to use them. An unarmed police constable pursues burglars with revolvers in their pockets, or testifies that, having heard that a man had been stabbed in a public-house, he was called in and took the offender into custody. But they appear to arrange things differently in France. The French newspapers have recently told us how, near Chatellerault, a gamekeeper named Roy, seventy years old, having been dismissed from his service, fired at and wounded a man against whom he believed that he had cause of offence and afterwards took refuge in a house which he barricaded and prepared to defend as a fortress, laying in provisions for two months. From this house he fired several shots and wounded some of the bystanders. The police were helpless, and a detachment of troops was summoned. But everything was done with due deliberation. The officer in command declined to take the place by assault, saying that he was bound to preserve the lives of his soldiers. Roy's friends were allowed to approach the house and to strongly recommend him to surrender, which he persistently declined to do. Days went by, and no progress was made with the siege. The commander finally declared that the building must be blown up with dynamite, but the landlord protested against the destruction of his property, which would involve him in serious pecuniary loss. Finally, after ten days

had elapsed, an officer volunteered to creep near the house in the darkness of the night and to place melinite cartridges against the wall. These exploded in due course, the wall crumbled and fell, and Roy fled, but was captured, and was with difficulty saved from the violence of the crowd which joined in the pursuit. Some of our readers may agree with us in thinking that such an occurrence would have been impossible in this country, and that our police would have made short work of the case. The reason for this superiority cannot easily be explained, for no one can dispute the courage and energy of the French people. But they are, in the first place, fond of routine and are unwilling to dispense with formalities though delay may be in the highest degree inexpedient. Again, their imagination is more lively than that of their English neighbours, and they would be apt to exaggerate the dangers of a forcible entry into a building defended by firearms. Moreover, the French provincial is not remarkable for his sense of humour. It is to these qualities, rather than to any defect in law or procedure, that we ascribe this extraordinary delay in the administration of justice.

"Spite Fences."

A LEARNED American writer, Mr. F. B. AMES, discusses in the April number of the Harvard Law Review the question how far an act may become a tort because of the wrongful motive of the actor, and takes occasion to challenge certain dicta of Lord WATSON and Lord MACNAGHTEN in *Allen v. Flood* (1898, A. C. 1), to the effect that the law does not take into account motive as constituting an element of civil wrong, and that an act which does not amount to a legal injury cannot be actionable because it is done with an evil intent. Mr. AMES considers the liability of the owner of land who uses it, not for any benefit to himself, but purely to the detriment of his neighbour. He takes as an example the erection by the owner on his land, but near the boundary, of an abnormally high fence, not for any advantage of his own, but merely to obstruct the view of his neighbour. Such fences have been called "spite fences," and several of the American States have passed statutes making the erection of them a tort. But we know of no law in England which prevents a landowner from acting in this manner with impunity. Anyone who travelled some years ago along the road leading from Haslemere to Hindhead, was struck by the melancholy appearance of a high and unsightly fence, an eyesore in the landscape, which was said to have been erected by a distinguished professor of science now deceased. Whatever may have been the motives which induced the professor to place this fence in his garden, no one could suppose that it was intended for the improvement of the property.

False Imprisonment.

AMONG THE few forms of pleadings for wrongs independent of contract which appeared in the schedule to the Common Law Procedure Act, 1852, was one in an action for false imprisonment, stating briefly that the defendant assaulted and beat the plaintiff, gave him into custody to a policeman, and caused him to be imprisoned in a police office. Fifty years have introduced many changes in the law, and some changes in the manners and customs of the English people, but we continue to be familiar with the foregoing cause of action, which is often a subject of much anxiety to shopkeepers whose premises are thronged with customers. It is generally reported that there is a large increase in the cases of thefts of articles exposed for sale, and if none of these cases are prosecuted to conviction, the thefts are likely to continue to increase. But there is always a risk in giving a supposed thief into custody. The defence that goods had been stolen and that there was reasonable and probable cause for suspecting that the plaintiff was the thief is a difficult one. In the case of a first offence (and the shopkeeper who has to act promptly cannot know whether it is a first offence or not) the difficulty is extreme. We are not, therefore, surprised to hear that in many cases the thief is simply reminded that he has not paid for the goods in his possession, and the matter is treated as one of civil liability.

Taking Shelter under Defendant's Premises.

A CURIOUS action was recently tried in the Brentford County Court. The plaintiff and his wife claimed damages from a grocer of West Ealing, their case being that, the lady having

gone out for a walk, took shelter from a storm under a blind placed outside the defendant's shop. A coping-stone fell down and struck the blind, causing an iron bar to fall upon her, so that she was seriously injured. The defence was that the occurrence was an "act of God," the weather on the day in question having been unusually violent. The judge considered that the falling of a single stone was not an accident of such an extraordinary character as to come within the definition of "act of God," and gave judgment for the plaintiffs. Assuming that the report of this case is a full and accurate one, we cannot but be surprised that the defendant did not rely upon the general rule that a bare licensee who, for his own convenience, goes upon land by the owner's permission, "must take the permission with its concomitant conditions and possible perils." In such circumstances the complaint that the premises were unsafe has to some extent the colour of ingratitude.

Simplification of the Law.

IF THE Government are allowed to carry out their intentions, three useful measures for the simplification of the law should be placed upon the statute book before the end of this session. The Bill to modify the law of marine insurance, drafted by Mr. M. D. CHALMERS, is now in the House of Commons. It is more than ten years ago since it was first introduced in the House of Lords by Lord HERSCHELL, and it has frequently received the approval of that House. The other two measures are consolidation Bills rather than codes. One embraces the law relating to naval prize of war contained in the Naval Prize Act, 1864, and the Prize Courts Act, 1894. At the same time a short amending Bill in reference to the powers of officers to administer oaths in prize proceedings is being passed through, so that it may be incorporated in the final stages of the consolidating Bill. The other Bill, which is the only one of the three introduced first in the House of Commons, consolidates the four Acts relating to open spaces. They were framed primarily with reference to London, but have been subsequently extended with modifications to the rest of the country, and are in a very confused condition. It is particularly desirable that legislation of this character should be as simple as possible and free from inconsistencies, so that full advantage may be taken of the powers conferred to maintain public rights.

Historical Records.

IT HAS been said that there is no capital in the world so rich in historical records as the metropolis of the British Empire. Yet very inadequate provision is made for advanced historical research. Something has been done in recent years to render more accessible the material, which is stored in many repositories. The Middle Temple, following the example of the other Inns of Court, have just published the minutes of the Parliament of the Inn from the beginning down to the year 1703. The earliest entry is dated 1501, but Mr. C. T. MARTIN, of the Public Record Office, who is responsible for the transcription, points out that "the first few pages are not contemporary, but were written subsequently from other records or memoranda." References show that at one time there must have existed earlier records, and by their discovery there might be set at rest the vexed question of the origin of the two inns, which Mr. HUTCHINSON, the librarian, deals with in an introduction, in which he endeavours to reconcile the conflicting theories by showing that the two sets of lawyers came independently about the same time, in the early part of the fourteenth century, to take up their residence in the Temple.

On the 18th inst., being the grand day of the Easter term at Gray's-inn, the treasurer (Mr. H. C. Richards, K.C., M.P.) and the masters of the bench entertained at dinner among the guests the following: His Royal Highness Prince Gustav Adolf of Sweden, G.C.V.O., the Right Rev. the Lord Bishop of Bristol, the Right Hon. Lord Ludlow, the Right Hon. the Master of the Rolls, the Right Hon. the President of the Probate, Divorce, and Admiralty Division. The benchers present in addition to the treasurer were: His Royal Highness the Duke of Connaught, K.G., K.T., Lord Ashbourne, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. James Sheil, Mr. J. Mulligan, K.C., Mr. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Reader Harris, K.C., Mr. Barnard, the Hon. Mr. Justice Davies, Mr. J. H. M. Campbell, K.C., M.P., and Mr. Edward Clayton.

The Registration of a Transfer of Shares without Production of the Certificate.

IN the case of *Rainford v. James Keith & Blackman Co. (Limited)* (1905, 1 Ch. 296) FARWELL, J., has given an important decision upon the liability incurred by a company when the directors register a transfer of shares without requiring production of the certificate of the shares. Of course the ordinary practice, which has been adopted in the interest of all parties having dealings in shares, is to require the production of the certificate when the transfer is left with the company for registration; and this is usually expressly recognized by the indorsement upon the certificate of a note that no transfer can be registered without such production. But is this simply a warning to the shareholder to take care of his certificate, because in the event of its non-production he may not be able to deal with the shares; or does it amount to a representation by the company to every holder of the certificate that non-production of the certificate will prevent any attempted transfer, so as to give the holder of the certificate a remedy against the company if the shares are in fact dealt with without production of the certificate? Mr. Justice FARWELL has adopted the former view, and has accordingly held that a person with whom the certificate has been lodged by way of security for a loan has no remedy against the company if a genuine transfer is subsequently registered, notwithstanding that the directors have accepted an inadequate reason for the non-production of the certificate.

In *Rainford's* case the articles of the company contained a provision as follows: "Before registration of any transfer, the instrument of transfer shall be left at the office of the company, together with any evidence the company may require to prove the title of the transferor," and this is similar to clause 16 of Table A. The form given in *Palmer's Company Precedents* (8th ed., Part I., p. 574) goes further and expressly requires the production of the certificate. It runs: "Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as the company may require to prove the title of the transferor, or his right to register the shares." But the defendant company recognized the practice enjoined by the fuller clause by having a note printed at the foot of their certificates: "Without the production of this certificate no transfer of the shares mentioned therein can be registered." In September, 1901, one CASMEY, who was the registered holder of 120 fully-paid ordinary shares in the company, deposited the certificate of these shares, and also a certificate of fifty preference shares in the company, with RAINFORD as security for a loan. At the same time he handed to RAINFORD a duly executed transfer to him of both the ordinary and preference shares, the date being left in blank. In May, 1903, CASMEY made a payment on account of the loan, and RAINFORD gave up the certificate for the preference shares, but retained the certificate for the ordinary shares as a security for £100, and CASMEY gave him a fresh transfer of these shares, duly completed and executed, except that the date was again left in blank. In the following month CASMEY sold the 120 ordinary shares to YOUNIE for £90, and executed a transfer of the shares to him, which was left with the company for registration. To get over the non-production of the certificate he made a written declaration in the following terms: "I hereby declare that my share certificate No. 50 for 120 ordinary shares in *James Keith & Blackman Co. (Limited)* is in the possession of a friend of mine; that I have signed no transfer deed in respect of the said shares excepting only that deed in favour of Mr. ALEXANDER YOUNIE; and that the said shares are not held by my friend as a charge against any loan or other consideration." CASMEY was a trusted servant of the company and had been in their employ for many years. The directors, acting in good faith, accepted this declaration as a sufficient explanation of the non-production of the certificate, and they registered the transfer to YOUNIE and issued a fresh certificate to him. Subsequently RAINFORD filled in the date of the transfer to himself as the 2nd of September, 1903, and sent it with the original certificate to the company for registration. The company declined to register

this transfer upon the ground that the shares had already been registered in the name of YOUNIE under the transfer to him in June, and RAINFORD then brought the action against the company alleging that the registration of the transfer to YOUNIE was wrongful, and claiming damages.

The case of a depositor of a certificate of shares who has been deprived of his security by the directors accepting the statement of the shareholder that the certificate is with a "friend" is undoubtedly hard. At first one is inclined to say that there was obviously a failure of duty on the part of the directors, and that the loss should not fall upon the holder of the certificate. And if there was any duty cast upon the directors, it is not surprising that FARWELL, J., considered that they did not discharge it by accepting such a statement as that contained in CASMEY's declaration. But was there any duty towards the holder of the certificate imposed upon the directors? In other words, was there a representation made by the company to each holder of the certificate that a transfer of the shares would not be registered in the absence of the certificate, so as to operate in favour of the holder either by way of estoppel or as a contract? FARWELL, J., did not discuss the first question, for the plaintiff had not alleged that he saw the certificate before he made the loan, or that he ever read the note, or that he believed or acted upon it. The case depended, therefore, upon the existence of a contract between the company and the holder of the certificate, and the question was whether the note upon the certificate operated as an invitation to all persons to act upon it. In this respect it is a material consideration that a company is not concerned with any equitable interests which may be created in shares, whether by deposit of the certificate or otherwise. One of the articles of the present company repeated the provision to this effect of section 30 of the Companies Act, 1862: "The company shall not be bound to regard or see to the execution of any trusts, whether express, implied, or constructive, to which any share may be subject." Hence it is difficult to assume that the company, in framing its form of certificate, was intending to put itself into contractual relations with persons who might have an equitable interest in the shares.

Accordingly FARWELL, J., held that there was not in the case before him anything in the shape of an invitation or offer on which anyone was entitled to act. "In my opinion," he said, "the note is addressed as a warning to the registered owner of the shares, bidding him take care of his certificate because he cannot compel the company to register a transfer without its production. . . . It would be strange to find a company deliberately and intentionally giving up its claim to disregard trusts and inviting the world to deal with its shares independently of legal transfer, and all the more because such a course of conduct could bring no profit to the company, but might lead to very serious consequences if such a note as I have in the present case was held to be an invitation to all the world to deal with the certificate on the footing of a contract by the company with the holder for the time being thereof not to allow a transfer to be registered without its production." In other words, the practice of requiring the production of the certificate upon registration of a transfer, and the indorsement upon the certificate of a note to that effect, is a precaution taken by the company for the purpose of securing that the register shall as far as practicable correspond with the actual rights of the parties interested in the shares. It is, moreover, a security that the transfer is genuine. The company, FARWELL, J., pointed out, provides for its own sake that it shall not be compellable to register without the certificate, "for it thus gets the security that a rogue must not only forge a signature, but also steal a certificate." But the precaution is adopted by the company in its own interests and in the interests of its shareholders; it is not a precaution the benefit of which is available as a matter of right for a holder of a certificate who has only an equitable interest.

It is noteworthy that the view taken by FARWELL, J., is strongly supported by a dictum of Lord CAIRNS in *Shropshire Union Railway Co. v. Reg.* (L. R. 7 H. L., p. 509): "It is said that there was some complete protection in the possession of the certificates, so that, if the holder passed them over to another person, that other person would think he obtained a good title because no transfer could be permitted without

the production of the certificates. But whether a transfer should be permitted or not under those circumstances would be entirely within the discretion of the directors. They were not bound to permit a transfer without the production of the certificates, but, though not bound to permit a transfer, I apprehend they would not be in any way answerable if the transfer should be in any case made without the production of the certificates of the shares." If this dictum had represented the judgment of the House of Lords in *Shropshire Union Railway Co. v. Reg.* there would, of course, have been, as FARWELL, J., observed, nothing for him to decide. But the duty of the directors under such circumstances was not the point then in issue, and in *Colonial Bank v. Whinney* (11 App. Cas. 426) Lord BLACKBURN intimated an opinion that directors might incur responsibility to a pledgee of a certificate bearing the note in question, if they hastily and without inquiry registered a transfer without production of the certificate. There again, however, the liability of the directors was not in issue, the decision being that, where the shareholder has pledged the certificate, the share ceases, by virtue of the indorsed note, to be in his reputed ownership. Under these circumstances the question was open for decision in the present case, and it was decided by FARWELL, J., in the manner above stated. The result is that an equitable mortgage of shares by deposit of the certificate is no better off than other equitable mortgages. The possession of the certificate does not prevent the legal title from being transferred, and though the security is usually good in practice, yet for safety it requires to be perfected as soon as possible by a registered transfer.

A Forgotten Doctrine as to Voluntary Trusts.

It would appear to be commonly supposed that because, in conformity with the well-known doctrine of equity, specific performance will be refused of a voluntary gift or conveyance, where, by the terms of the instrument by which it is effected, the gift or conveyance is imperfect and incomplete, or the trust unexecuted, the whole instrument must necessarily be nugatory, and that the beneficiaries are without remedy or relief where the donor or settlor refuses to carry out the provisions of the instrument. The fallacy, under certain circumstances, of such a wide and sweeping proposition became apparent in the case of *Re Gardner, Thorpe v. Hoskin*, which came before SWINFEN EADY, J., on the 9th inst in the shape of an adjourned summons.

In that case a post-nuptial settlement was executed by a husband and wife in the year 1880, which, after assigning certain property of the wife, or of the husband in her right, to trustees for the ultimate benefit of the children of the wife, purported further to assign to the trustees of the settlement all after-acquired property of the wife, or of the husband in her right, upon similar trusts for the ultimate benefit of the children. The husband died in 1898, and the wife subsequently re-married and eventually became entitled to certain real and personal property under the wills of various deceased persons. The originating summons was issued for the purpose of determining whether the property passing to the wife under the wills should be retained by her as her absolute property, or handed to the trustees of the settlement for the ultimate benefit of the children.

Had the settlement gone no further than the assignment of the after-acquired property, there would have been no doubt that equity could have afforded no relief to the children, and that the wife would have been held absolutely entitled to the property in question. The settlement, however, contained the usual covenant for further assurance on the part of the husband and wife; and although the case was ultimately decided in favour of the wife upon the ground that at the date when the settlement was executed she could only contract with regard to such separate estate as she actually possessed at the time when the engagement was entered into (*Pike v. Fitzgibbon*, 17 Ch. D. 454), it became evident that the decision must have been in

favour of the children had the case been decided upon the issue as to whether the wife remained liable to damages for breach of the covenant for further assurance.

The cases which have any bearing to the contrary were cited by counsel for the wife, and it was also contended that the covenant, being merely ancillary to the assignment of the after-acquired property, must be void equally with the assignment itself; but upon the whole it appears clear that, until overruled by the Court of Appeal, *Cox v. Barnard* (1850, 8 Hare 310) and *Hales v. Cox* (1863, 32 Beavan 118) are authorities for the proposition that in the case of a voluntary conveyance or settlement which the court will not enforce by specific performance, the donor or settlor will, if the instrument contains a covenant for further assurance, quiet enjoyment, or the like, remain liable at law to damages for breach of the covenant if he refuses to execute the contract; the measure of the damages in such a case being the exact amount of the property in question.

The result then will be that when the court is asked to determine the rights of the parties under an imperfect voluntary settlement of property, wherever there is a covenant on the part of the donor or settlor for the breach of which he would be liable to damages upon the authority of *Cox v. Barnard* or *Hales v. Cox* (*ubi supra*), the consequences will be practically the same as though the court had power to grant specific performance, except that the covenantee will be postponed to creditors for value of the covenantor: *Re Earl of Lucan* (45 Ch. D., at p. 473). It is true that, strictly speaking, the proper remedy of the beneficiaries, under such a settlement, would be an action at law for breach of the covenant; but, following the decision in *Cox v. Barnard*, the Chancery Division would probably determine the rights of the parties with regard to the property in question, where it is asked to do so upon an originating summons, or in any other manner, as being best able to estimate the damages arising from the breach. This is a point which is likely to be overlooked, but should be carefully borne in mind in preparing voluntary settlements, or advising as to their effect.

Reviews.

Common Law.

A MANUAL OF COMMON LAW, FOR PRACTITIONERS AND STUDENTS, COMPRISING THE FUNDAMENTAL PRINCIPLES, WITH USEFUL PRACTICAL RULES AND DECISIONS. By JOSIAH W. SMITH, B.C.L., Q.C. TWELFTH EDITION. By CUTHBERT SPURLING, Barrister-at-Law. Stevens & Sons (Limited).

We know of no better book for the student than Smith's Common Law. The intelligent student may take it as a first book, and learn from it the first principles of the law of contract and of tort. If he then devotes himself to a steady course of reading a selection of the cases referred to, and finally before his examination reads the book again carefully from cover to cover, he ought to have no fear of examiners, and ought to be well equipped with so much general knowledge of the subject as to enable him to start with some confidence on his professional career. The order and arrangement, also, of the book may be taken as a guide by those who have to teach law, who will find it of great assistance in preparing lectures. Practitioners, too, will find it a convenient book of reference when in doubt as to general principles. This new edition has been carefully prepared and brought up to date, and will no doubt fully maintain the reputation of the book.

Books of the Week.

Constitutional Law of England. By EDWARD WAVELL RIDGES, Barrister-at-Law. Stevens & Sons (Limited).

A Digest of the Law Necessary to be Known for the Intermediate Examination of the Law Society, Done into Questions and Answers, and a Guide to the Portions of Stephen's Commentaries Prescribed for that Examination. By RICHARD M. STEPHENSON, LL.B. (Lond.). Second Edition. Horace Cox.

The Law of Trustees in Bankruptcy, Liquidators, and Receivers. By W. R. WILLSON, B.A. (Oxon.), Barrister-at-Law. Gee & Co.

An Epitome of Personal Property Law. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Second Edition. Sweet & Maxwell (Limited).

Correspondence.

Administrator Sole Next-of-kin.

[To the Editor of the Solicitors' Journal.]

Sir,—Where leaseholds form part of an intestate's estate, and the administrator is also the sole next-of-kin, what is the best course to adopt in order to establish the fact that the leaseholds have become vested in the administrator in his own right, and not merely as administrator?

If nothing be done, it is conceived that, on the death of the administrator, his representatives must, in order to make a good title to the leaseholds, take out administration *de bonis non* to the estate of the original intestate.

In dealing with stocks and shares under such circumstances I believe that the Bank of England and some other companies require a transfer by the administrator to himself, but I have never seen an assignment of leaseholds by a man to himself.

The administrator might, of course, assign to a trustee for himself, but this seems a cumbrous proceeding.

Where an executor is also legatee it appears clear that he can "assent" to the bequest to himself, but the doctrine of assent does not seem to be applied in terms to intestate estates. Can a course analogous to assent be adopted? In other words, would a memorandum, signed by the administrator, stating that he held the property in his own right, be sufficient to give his representatives a good title without the necessity for an administration *de bonis non*?

With regard to real estate, it may be noted that section 3 of the Land Transfer Act, 1897, seems to contemplate that in cases of intestacy nothing in the nature of an assent by the administrator will be sufficient. The words are "his personal representatives may assent to any devise contained in his will or may convey the land to any person entitled thereto as heir," &c.

W. H. W.

May 23.

Stamps on Bastardy Agreements.

[To the Editor of the Solicitors' Journal.]

Sir,—I recently prepared a bastardy agreement providing for the payment to the mother of the child of 4s. per week until it should attain the age of fourteen years, or die under that age. I obtained 2s. 6d. from the putative father for the stamp. The Inland Revenue authorities, however, stated that the amount should be 3s. 9d., and, rather than contest the point, I paid the latter sum and lost 1s. 3d.

The authorities alleged that the duty should be calculated on the total amount which would be payable if the child attained fourteen. In my opinion the 4s. per week is an amount "periodically payable," the period being a week, and the stamp should only therefore have been 2s. 6d. In the *Encyclopedia of Forms and Precedents*, vol. 2, p. 431, the footnote states the duty is "2s. 6d. for every £5 or fraction of £5 of the sum periodically payable: see *Lewis v. Inland Revenue Commissioners* (1898, 2 Q. B. 290) and *Clifford v. Commissioners of Inland Revenue* (1896, 2 Q. B. 187)."

Perhaps you or some of your readers will kindly give your or their views on the point.

CARLIOL.

May 22.

[Is not the agreement for payment of the annuity for "a definite and certain period," so as to render applicable the same *ad valorem* duty as on a covenant for the total amount?—Ed. S. J.]

Distress for Rent.

[To the Editor of the Solicitors' Journal.]

Sir,—It has been stated to me that if a quarter's rent under an agreement or lease has become due, and the landlord receives part of such accrued rent, that he cannot distrain for the balance. I think he can, but should feel obliged by an answer in the columns of your journal on the point. I cannot find anything thereon in the text-books.

May 22

ENQUIRER.

[We think it is clear that a landlord can distrain for the unpaid balance of his rent. This is shown by *Bramston v. Robins* (4 Bing. 11), where the ground of decision was that the unpaid balance of rent (which had been distrained for) had been settled in account between the landlord and tenant. It was not suggested in that case that the distress was bad as being for a part only of the rent.—Ed. S. J.]

Company Law—"Invitation to the Public."

[To the Editor of the Solicitors' Journal.]

Sir,—Would the instructing of an auctioneer or other agent to find persons willing to become shareholders be within the meaning of the

words "invitation to the public" in the Act of 1900? Would these words apply in the case of his circularizing his clients and of the promoters (or, if already a company, the existing shareholders) reserving a right of rejecting the offers obtained by the agent?

Your readers' ideas, with authorities (if any), will greatly oblige.
May 18. JONQUIL.

[See observations of Farwell, J., in *Burrows v. Matabele, &c., Co. (Limited)* (1901, 2 Ch., at p. 27). The overruling of the decision in this case by the House of Lords (*Hilder v. Dexter*, 1902, A. C. 474) does not seem to affect these observations.—ED. S. J.]

Office Copies.

[To the Editor of the Solicitors' Journal.]

Sir,—Your correspondents Messrs. Emanuel, Round, & Nathan, in pointing out the difference between the cost of a certified copy of a will of one folio in length and that of obtaining a similar document in the Central Office, have fallen into an error in stating that the charge of the Central office would be sixpence.

An ordinary office copy would be sixpence, but a certified copy would be 5s. 6d.; a fee of 5s. being payable for the certificate.

OFFICIAL.

Cases of the Week.

Court of Appeal.

BUCKINGHAM v. MAYOR, &c., OF FULHAM. No. 1.
12th and 16th May.

WORKMEN'S COMPENSATION ACT, 1897, s. 7, SUB-SECTIONS 1 AND 2—FACTORY AND WORKSHOP ACT, 1901, SCHEDULE VI., PART I. (II.), AND s. 149, SUB-SECTION (5)—FACTORY—WAREHOUSE—POWER TO REVIEW FINDING OF COUNTY COURT JUDGE—MISDIRECTION.

Appeal from award of the deputy-judge of Brompton County Court under the Workmen's Compensation Act, 1897. The applicant was accidentally injured while removing old scrap iron at Munster-yard, Fulham, for his employers, the respondents, who owned the yard. This was a space of two acres, on one side of which were arches over which ran a railway. Cement was stored under some of these arches and there were also in the yard some furniture vans, a blacksmith's forge and shop, stacks of old scrap iron and wood-paving, and some stables. The wood-paving was sometimes sold for firewood and the yard was occasionally used for sharpening tools and repairing carts. The county court judge held that the case did not come within the Act, inasmuch as the yard was not a warehouse, regarding the sale of the wood-paving as a merely incidental purpose to which the yard was put, and finding as a fact that it was chiefly used as a dumping ground for all kinds of waste material. The appellants contended that it was a non-textile factory by reason of the blacksmith's forge, and referred to Schedule VI., Part I. (II.), and section 149, sub-section 5, of the Factory Act, 1901; and further argued that it was a warehouse, citing *Willmott v. Paton* (50 W. R. 148; 1902, 1 K. B. 237), *Green v. Britten* (1904, 1 K. B. 350), and *Henderson v. Glasgow Corporation* (2 Frazer 1127). The respondents referred to *Haddock v. Humphrey* (48 W. R. 292; 1900, 1 Q. B. 609, C.A.), *Colvine v. Anderson* (5 Frazer 255), and *R. v. Hill* (2 M. & R. 458) in support of their contention that the yard was a warehouse, and reference was also made by the Court to *Middleton v. Wade & Son* (C. A., May, 1905, unreported), deciding that a roof is necessary to constitute a warehouse.

THE COURT dismissed the appeal.

COLLINS, M.R., said, in giving judgment: This yard is described by the county court judge as a dumping ground. The contention that this was a factory within the Factory Act, 1901, has not, I think, been seriously pressed. It is suggested, on behalf of the appellant, that the county court judge misdirected himself in that he found that the yard was not a warehouse. The only misdirection that could possibly be suggested is the reference of the learned judge to the fact that the goods were not stored for the purpose of sale. But he obviously only meant thereby to negative one element which might constitute the yard a warehouse. He did not intend an exclusive definition. The man in the street, whose terminology has been held to be the test in all these cases, would not call this yard a warehouse.

MATHEW, L.J., concurred, remarking that the stuff was sold, not for the purpose of profit on sale, but in order to get rid of it. An occasional sale of goods stored in a yard would not necessarily constitute the place a warehouse.

COZENS-HARDY, L.J., said that the word warehouse seemed to him to involve the idea of a place where goods are stored for sale, or at least for some other commercial purpose; but that it did not follow that a piece of ground where goods are stored for commercial purposes was a warehouse in law. That was shewn by the decision in *Middleton v. Wade*.—COUNSEL, *Ruegg and O'Connor*; *Dunckwaerts and I. A. Symmons*. SOLICITORS, *Pattinson & Breuer*; *Prescott*.

[Reported by D. B. CHALMERS-HUNT, Esq., Barrister-at-Law.]

CASE v. COLONIAL WHARVES (LIM.). No. 1. 12th May.

WORKMEN'S COMPENSATION ACT, 1897—SCHEDULE I. (1) (n)—AVERAGE WEEKLY EARNINGS—COSTS OF APPEAL.

Appeal of applicant from award of judge of Whitechapel County Court.

A workman was employed as a casual labourer at 6d. an hour. He worked eleven hours on the first day of his employment and then received an accidental injury to his back. The county court judge held that his average weekly earnings were no more than 5s. 6d., and awarded a weekly payment of 2s. 9d. The workman appealed, on the ground that the county court judge ought to have taken into account the probabilities of the workman continuing in his employment, and to have inquired whether there was any evidence that the applicant would have worked more than one day but for the accident, and for how many days and for how much in toto for the week. His counsel relied on *Ayres v. Buckeridge* (50 W. R. 115; 1902, 1 K. B. 57).

THE COURT dismissed the appeal.

COLLINS, M.R., remarking that in *Ayres v. Buckeridge* the workman was not a mere casual labourer, and that the present case fell within the House of Lords' decision in *Lysons v. Knowles* (1901, A. C. 79), as explained by the Court of Appeal in *Bartlett v. Tutton* (50 W. R. 149; 1902, 1 K. B. 72). The costs of the appeal were ordered to be set off against the costs of the applicant in the court below.—COUNSEL, *Dodd, K.C.*, and *George Phillips*; *J. A. Simon*. SOLICITORS, *Noon & Clarke*; *Hicklin, Washington, & Co.*

[Reported by D. R. CHALMERS-HUNT, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re COURTENAY (DECEASED). BOVEY v. COURTENAY.
Swinfen Eady, J. 12th May.

WILL—BEQUEST OF EAST AND WEST INDIA DOCKS STOCK—CONVERSION—ADEMPTION—BEQUEST OF INCOME OF ANNUITY FOR LIFE, CAPITAL TO HEIRS—REVOCATION OF LIFE INTEREST BY CODICIL—REVOCATION OF WHOLE GIFT.

Adjourned summons. By her will, dated the 3rd of April, 1891, the testatrix, Sophia Bovey, bequeathed to her nephew, Peter Reginald Courtenay, who was also residuary legatee under the will, "the income of her stock in the East and West India Docks for his life, and the capital for his heirs." Subsequently to the making of the will, and previous to the death of the testatrix, this stock was converted into London and India Docks Stock, under the provisions of the London and India Docks Amalgamation Act, 1900. The testatrix further bequeathed to a certain Mrs. Gouldsmith "the income of her annuity in the Globe Assurance Co., Cornhill, for her life, and the capital for her heirs." Subsequently by a codicil dated the 5th of June, 1891, the testatrix revoked the gift of the Globe annuity to Mrs. Gouldsmith, but did not in terms revoke the gift to Mrs. Gouldsmith's heirs after the determination of the life interest. An originating summons was accordingly issued by the applicants, the trustees under the will, to determine the following points: (1) Whether the sum of £300 London and India Docks Co. Deferred Ordinary Stock passed under the bequest to Peter Reginald Courtenay, or whether the bequest had been adeemed by the subsequent conversion, and therefore the stock formed part of the testatrix's residuary estate; (2) whether by the codicil of the 5th of June, 1891, the gift to Mrs. Gouldsmith for her life, and the capital for her heirs was totally revoked, or revoked only as regards the life interest.

SWINFEN EADY, J., held: (1) that the sum of £300 London and India Docks Co. Deferred Ordinary Stock passed under the bequest to Peter Reginald Courtenay, and had not been adeemed by the subsequent conversion; (2) that the bequest to Mrs. Gouldsmith for her life, and the capital for her heirs, was totally revoked by the codicil for the 5th of June, 1891.—COUNSEL, *C. L. Coote*; *M. L. Romer*. SOLICITORS, *Wood, Bigg, & Nash*; *Charles Everett*.

[Reported by E. WATTELL RIDGES, Esq., Barrister-at-Law.]

High Court of Justice—King's Bench Division.

REX v. TOLHURST AND OTHER LICENSING JUSTICES OF PENGRE.
Ex parte FARRELL. Div. Court. 16th and 22nd May.

LICENSING ACT, 1904—NEW DUTIES DEVOLVING ON JUSTICES—REFERRING APPLICATION FOR RENEWAL OF LICENCE TO QUARTER SESSIONS—REPORT OF LICENSING JUSTICES—EVIDENCE—NOTICE TO HOLDERS OF LICENCE—LICENSING ACT, 1904 (4 ED. 7, c. 23), s. 1.

This was one of several cases in all of which, except one, rules nisi both for a prohibition and for a *mandamus* had been obtained addressed to the licensing justices raising the question of their jurisdiction under the Licensing Act, 1904, and came on for argument together on the 16th inst., when judgment was reserved. Section 1 of the Act of 1904 takes away from the licensing justices the power of refusing licenses except upon certain grounds applicable to the licensee or the premises, and provides that if they considered that the house was not required they should report to quarter sessions, which had power to terminate the licence upon granting compensation. Further, that where the justices of a licensing district, on consideration by them in accordance with the Licensing Acts, 1828 and 1902, of applications for the renewal of a licence, were of opinion that the question of the renewal of any particular on-licence required consideration on grounds other than those on which the renewal of an existing on-licence could be refused by them, they should refer the matter to quarter sessions together with their report, and quarter sessions should consider all the reports made by them, and having given the parties an opportunity of being heard, and subject to compensation, might refuse the renewal of a licence to which the reports related. The main contention urged on the applicant's behalf when the rules were granted was that the justices were, in reporting to quarter

sessions, now bound to act judicially and must hear evidence on oath in the same way as if dealing with the question of refusal, and not merely administratively, as was claimed on the other side, as they had acted upon sworn police evidence, upon plans of the houses, and their own local knowledge. The seventeen cases argued resolved themselves into two groups. The first group included cases in which rules had been obtained calling upon the licensing justices to shew cause why writs of prohibition should not issue to prevent them from taking any further proceedings in a matter of certain reports which they proposed to make to quarter sessions in respect of applications for the renewal of licences. Rules *nisi* for a *mandamus* were granted at the same time calling upon the same justices to hear and determine the applications for renewals. The second group consisted of an appeal from the decision of the Middlesex licensing justices and eight from the decision of the justices of Maidstone. The distinguishing line between the two groups of cases was that in the latter group the justices gave no notice to the licensees of their intention to report. *Cur. adv. vult.*

LORD ALVERSTONE, C.J., who read the judgment of the court (which consisted of himself, Kennedy and Ridley, JJ.), said the language of the Act of 1904 was not sufficient to alter the existing law, and justices should certainly hear any evidence tendered by a person objecting, and on principle the person against whom the objection was directed must have an opportunity of tendering evidence in support of a renewal instead of a reference to quarter sessions. In those cases, therefore, where no notice had been given to the licence-holders the proceedings were not regular, and the rules for *mandamus* would in each case be made absolute. In the other group of cases notice was given, and the question was whether evidence must be taken before the licensing justices, and whether sufficient evidence was given in each instance to justify them in making the reports they did. The existing law was that the justices' opinion was to be based on evidence taken on oath, giving the applicant for renewal the opportunity of cross-examining and calling evidence in support of his application. The amount of evidence sufficient to enable justices to form an opinion might, however, be different to the amount they would require if they had to decide judicially whether or not the particular licence should be granted or refused. The court thought it was not intended that justices should exclude their own knowledge of the locality and act only on the evidence tendered. The question was whether in those cases where notice was given there was sufficient evidence before the justices to make a report upon. In each case they had evidence as to the number of public-houses, the amount of the population, and the character of the neighbourhood; in each case the applicant for a licence was present and had an opportunity of cross-examining or of calling evidence. In the opinion of the court, the justices acted in accordance with the law, and it was not necessary for them before reporting to go further and inquire into the matters which it might be necessary for quarter sessions to consider when they approached the question of whether the licence of any particular house ought not to be renewed. The rules for *mandamus* in the cases in which notice had been given to the licensees would be discharged, and the rules for *mandamus* in the cases where the justices had given them no notice would be made absolute. The rule *nisi* for a writ of prohibition must be discharged in all cases.—COUNSEL, *Horace Avery, K.C., and Hohler; Low, K.C., and Bruce Williamson. SOLICITORS, Church, Adams, & Prior; Knapp, Fisher, & Sons.*

[Reported by ERNEST REID, Esq., Barrister-at-Law.]

REX v. NOVIS. Div. Court. 18th May.

MOTOR-CAR—APPEAL—FINE—SUM ADJUDGED TO BE PAID—COSTS—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. C. 49), ss. 5 AND 49—MOTOR-CAR ACT, 1903 (3 ED. 7, C. 36), s. 11.

Application for a rule *nisi* for a writ of *mandamus* calling upon the court of quarter sessions of the peace in and for the county of Sussex to shew cause why the said court should not hear and determine according to law an appeal from a conviction of the applicant by a court of summary jurisdiction sitting at New Shoreham in the said county. The applicant was convicted on the 12th of February, 1905, "for that he did drive a motor-car at a speed exceeding twenty miles per hour," and was adjudged to "forfeit and pay the sum of one pound and to pay to the informant the sum of eighteen shillings for costs," and in default of payment that he be imprisoned for the space of fourteen days. The applicant appealed to the court of quarter sessions, relying on section 11, sub-section 2, of the Motor-car Act, 1903, which enacts as follows: "Any person adjudged to pay a fine exceeding twenty shillings under this Act may appeal against the conviction in the same manner as he may appeal if ordered to be imprisoned without the option of a fine." The court of quarter sessions held that there was no jurisdiction to hear the appeal, as the fine did not exceed twenty shillings, and the amount of the costs ordered to be paid—viz., eighteen shillings—could not be added for the purpose of bringing the total sum within the section. Counsel for the applicant contended that the applicant had been "adjudged to pay a fine exceeding twenty shillings." He agreed that the contention was not supported by the apparent meaning of the words of the section, but those words received their interpretation from the provisions of the Summary Jurisdiction Acts. The old case of *Queen v. Justices of Warwickshire* (1856, 6 El. & Bl. 837) decided that the "sum adjudged to be paid" must be calculated exclusive of the "costs"; that case was under 12 & 13 Vict. c. 92, and turned upon the particular words of sections 14 and 25; it was submitted that the Summary Jurisdiction Acts were intended to alter the law in that respect. Section 49 of the Act of 1879 defines "fine" as including "any pecuniary penalty or pecuniary forfeiture, or pecuniary compensa-

tion payable under a conviction." And the same section defines the expression "sum adjudged to be paid" as including "any costs adjudged to be paid by the conviction or order." Section 5 of the Act sets out the scale of imprisonment for non-payment of money, and enacts that the "imprisonment . . . in respect of the non-payment of any sum of money adjudged to be paid by a conviction . . . shall not exceed in any case the maximum fixed by the following scale, that is to say: Does not exceed 10s.—seven days," and so on. Here the "sum adjudged to be paid" is certainly the fine as defined in section 49 under pecuniary penalty or pecuniary forfeiture and must include the costs by the definition in section 49. For the meaning of the word "fine" in the Motor-car Act, 1903, s. 11, you must go the Summary Jurisdiction Act, 1879.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.) refused the application.

LORD ALVERSTONE, C.J., in the course of his judgment, said: I am of opinion that there should be no rule in this case. I agree that if further argument were brought before us we might allow the application to be again argued. But the section is clear. [Section 11 read.] An appeal is allowed where the fine exceeds 20s., a very small sum indeed. The costs in any cases would practically amount to the sum of 20s., or at least must form a good proportion of the limit fixed; that being so, ought it to be said that the amount of the costs is to be included as part of the fine. I think not. The case of *Ellis v. Blackburn* was decided before the passing of the Summary Jurisdiction Act, 1879, and Mr. Avory contends that Act has altered the law as laid down in that case. If it has altered it, it has done so adversely to the contention of counsel. In the interpretation clause, section 49, a distinction is drawn between "fine" and "sum adjudged to be paid." [His lordship read the respective definitions.] In the authority cited to us the case depended upon the language of the section under which the man was convicted. There the court held that the words in section 14 of 12 & 13 Vict. c. 92, "penalties, damages, and compensation" did not include costs, and therefore there is nothing very special about the language of that section. I should think if any distinction could be drawn the "penalties, damages, and compensation" are quite as wide as the words of the Summary Jurisdiction Act. When we come to the Act of 1903, where the word "fine" is used, and where it was contemplated that costs should be ordered to be paid, if it is said that you may increase the fine by the addition of the costs for the purpose of arriving at the limit of 20s., then the Act has practically allowed an appeal to every case. I think the language of the Act is so clear that we ought not to grant a rule in this case.

KENNEDY and RIDLEY, JJ., concurred.—COUNSEL, *Avory, K.C.; A. M. White.*—SOLICITORS, *Firth & Co.*

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re A SOLICITOR. Ex parte THE INCORPORATED LAW SOCIETY Div. Court. 19th May

SOLICITOR—"PROFESSIONAL MISCONDUCT"—IMPRUDENT AND NEGLIGENT KEEPING OF CLIENTS' ACCOUNT—NOT KEEPING PROPER BANKING ACCOUNT FOR CLIENTS' MONEY MAY, IN CERTAIN CIRCUMSTANCES, ITSELF AMOUNT TO PROFESSIONAL MISCONDUCT.

In this case the Statutory Committee of the Incorporated Law Society reported that they had found that the respondent, having been entrusted with £500 on behalf of Miss Crawshaw, to be applied by him in payment of her and her mother's debts, paid that sum to a banking account in his own name, which account was then overdrawn and remained overdrawn during the whole pendency of the trust. The committee further found that the respondent, knowing that an order had been obtained at the instance of the Rev. John Howell requiring him to pay £342 into court, wrote and sent to Mr. George Tudor, Mr. Howell's solicitor, a letter suggesting a settlement on payment of £200, and adding: "I am most anxious to secure your brother (such brother being Mr. William Tudor, a tenant of some premises belonging to the respondent) by granting him a lease, as he has been most kind to me, and if you will enable me to get you the £200 by granting me a few days we will arrange the lease, but if you drive me I must sell the property, and much to my sorrow I shall not be able to grant your brother the lease." On these findings and on the facts appearing in the report the committee reported that the respondent had been guilty of professional misconduct. On behalf of the respondent in mitigation it was submitted that at the most the offence amounted to a charge of negligence and imprudence in the keeping of clients' accounts. That although the committee had found this to be professional misconduct it was not *per se* an offence that made it obligatory on the court to apply its disciplinary jurisdiction: see judgment of Wills, J., in *Re A Solicitor* (39 SOLICITORS' JOURNAL 202), and Trevor (1904 ed.), pp. 167, 188. The committee had found that the delay in rendering accounts and in the payment of the money was partly in consequence of pressure of business and worry caused by the confused and unsatisfactory state of the respondent's monetary affairs. The respondent, moreover, had been for the last two years in ill-health. He had had a distinguished career and was registrar of a county court, beside holding many other important offices.

LORD ALVERSTONE, C.J., in giving judgment, said the court in cases of this kind had an entirely free hand, and if they thought on the evidence before them, considering it as favourably as they could for the respondent, that the committee had made a mistake, they should say so. They had on more than one occasion in these cases departed from or reversed the view of the committee in regard to professional misconduct. They therefore had to decide, and must consider these and all other circumstances of the

case accordingly on their merits. He agreed that the able speech of the learned counsel who appeared on behalf of this respondent had to a great extent removed the view that this case presented when first looked at. But when counsel, putting it as favourably as he could for the respondent, said that all that could be said in regard to the Crawshaw case was that it was one of great negligence and that the respondent had not kept proper accounts, he must point out that there was enough shown in that statement to put it on another platform than that for which the respondent's counsel had contended. The negligent keeping of accounts in the case of a solicitor receiving the money of his clients might amount to professional misconduct. In regard to the Crawshaw case the utmost that could be said against this gentleman was that he paid his clients' money into an account that was overdrawn, and in regard to which he must have known what were his relations to the bank as to that account. Looking to the correspondence it was impossible to come to the conclusion that the committee were wrong in the view they took, that it was not a proper thing for the respondent to pay the client's money into such an account. It was possible that the large amount of business that the respondent had might have led to this. The view upon the account was most properly expressed in paragraph 42 of the report of the committee when referring to the fact that they had to accept the contention made on behalf of Mr. Howell, who admittedly signed the second promissory note, said they did not feel justified, in the absence of Mr. Howell, in attempting to come to any conclusion upon this matter, and only referred to it "as an example of the serious consequence of a solicitor not keeping a proper account of money received and expended on behalf of a client." As Willis J., pointed out in the case which had been referred to—*Re A Solicitor* (39 SOLICITORS' JOURNAL 202)—solicitors were bound as professional men to keep proper accounts. With reference to the second matter, which the respondent's counsel had properly spoken of as more serious, if the court could take the view which would exonerate this gentleman from the imputation of misconduct they would certainly be ready to do so. In this first place, they must see whether, as appeared from paragraph 36 of the report, he did not intend to suggest anything improper in writing the letter which was brought before the committee. The committee had the advantage of hearing his evidence and explanations, and they had his letters. The respondent's counsel said the respondent had written these letters possibly from a feeling that injustice had been done him, that he did not owe Mr. Howell money, that an account ought to have been taken, and it was an unjust thing to make an order upon him to pay some £342, and he said that if the respondent did not really owe money it was a strong thing that the matter should have been allowed to proceed so far as attachment. As to the letters to Messrs. John Tudor & Sons, he was bound to say, if he read the evidence rightly, they were not inconsistent with the view that these letters were letters which a professional man ought not to have written. The committee had evidently considered this matter sufficiently grave to warrant the finding of professional misconduct, having previously found several things in his favour, and to find against him on two matters. These letters in reference to Mr. Howell were written as long ago as 1903, and the committee had thought it right to report that in writing these letters the respondent was guilty of professional misconduct. In his view the committee could not have come to any other conclusion. He felt regret at having to take the same view as the committee, and the fact that the respondent had been reduced by suffering since 1903 to a state of ill-health made it all the more regrettable that they should have to make an order against him. But taking the view they did, the least the court could do was to suspend the solicitor for twelve months and order him to pay the costs of the inquiry. The order would be that Daniel Evans, of Brecon, Blaenavon, Tredegar, Abertillery, and Llanidloes, be suspended for twelve months and pay the costs of the inquiry.

KENNEDY and RIDLEY, JJ., concurred.
Ernest Todd, for the respondent, pointed out that the committee had found against his client in regard to two charges, but had exonerated the respondent with regard to the three others. As to those three which were not proved he asked that the respondent should not be ordered to pay costs.

Hollans opposed the application.

LORD ALVERSTONE, C.J.—The costs, so far as they relate to the two matters in which the respondent had been found guilty of professional misconduct, are to be paid by the respondent, and there will be no costs on either side on the other matters. Order accordingly.—COUNSEL, *Hollans*; *Ernest Todd*, SOLICITORS, S. P. B. Bucknill; *James Porell*.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

Re COHEN & COHEN. No. 2. 17th May.

SOLICITOR AND CLIENT—COSTS—TAXATION—THIRD PARTY—AGREEMENT TO PAY COSTS—PRACTICE—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 38.

This was an appeal from a decision of Swinfen Eady, J. Certain litigation had taken place between a lady in the theatrical profession and a theatrical manager. There was a common law action for breach of an agreement to employ the lady, and a Chancery action to restrain singing a song. Both actions proceeded almost to trial, but on the 12th of January, 1904, an agreement was made that both actions should be stayed, that the lady should abandon her claim for damages, and that she should be paid her costs relating to the matters in dispute in the two actions, such costs to be agreed or taxed. A petition for the taxation of the costs was presented and the master partly taxed the bill. The solicitors for the third party carried in objections, and, on the suggestion of the master, obtained an order to tax under the Solicitors Act, 1843, s. 38. This order was dated the 2nd of May, 1904, and many items which were allowed in the first taxation were struck out. On the 13th of December, 1904, an application was made to review the taxation and to vary the certificate. Swinfen

Eady, J., decided that on a taxation under section 38 of the Solicitors Act, 1843, there might be a considerable number of items for which the client might be liable to the solicitor, e.g., items incurred by the express instructions of the client, yet that the third party might not be liable to pay; but that when once the items for which the third party was liable were ascertained, the taxation must proceed as between the solicitor and the party chargeable, and not as between the solicitor and the third party. His lordship accordingly decided that in the circumstances the proper order would be to send the matter back to the taxing-master to review his taxation and he would amend this certificate. This course was adopted. On the matter coming again before the learned judge he was of opinion that his former decision covered the case. The solicitors appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—In my judgment the decision of Swinfen Eady, J., is right and ought to be affirmed. In substance the argument before us to-day has been divided into two parts. The first turned upon the construction of the agreement. It was suggested that this agreement was really an indemnity agreement. The point was not really argued before Swinfen Eady, J., and in my judgment it is not an indemnity agreement. The second point was really this, that a third party liable to pay costs who obtains an order to tax under section 38 thereby puts himself in the position of the client. This point was argued before and decided by Swinfen Eady, J., and I think his decision was quite right. The learned judge says in his judgment, and I agree with him, that the point is covered by our decision in *Re Longbotham & Sons* (52 W. R. 660; 1904, 2 Ch. 152). That case followed the decision in *Re Negus* (43 W. R. 68; 1895, 1 Ch. 73) and *Re Gray* (49 W. R. 298; 1901, 1 Ch. 239). Speaking for myself, I do not think it necessary to say any more in this case. I agree with the judgment of Swinfen Eady, J., and I think that the argument which we have heard to-day was really an attempt to persuade us that our decision in *Re Longbotham* was wrong. It was said that in *Re Gray Re Holiday & Godlee* (58 L. T. 301) was recognized. But it is plain that in *Re Gray Re Holiday & Godlee* was distinguished upon grounds which bring both *Re Gray* and this present case within our decision in *Re Longbotham*. I think this appeal must be dismissed.

ROMER and STIRLING, L.JJ., delivered judgments to the same effect.—COUNSEL, *Maenaghten*, K.C., and *Greenwood*; *Cave*, K.C., and *Petersen*. SOLICITORS, *Cohen & Cohen*; *Slark*, *Edwards*, & *Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Solicitor Ordered to be Struck Off the Rolls.

May 19.—ARTHUR HARRY MOOR, formerly of Chichester.

Solicitor Suspended for Twelve Months.

May 19.—DANIEL EVANS, of Blaenavon, Tredegar, Abertillery, and Llanidloes.

Law Societies.

Society of City and Borough Clerks of the Peace.

The thirteenth annual meeting of the above society was held at the Town Hall, Portsmouth, on the 11th instant.

MR. J. FOSTER GLANVILLE (Clerk of the Peace for Portsmouth), the president, was in the chair.

Inter alia, the Prevention of Corruption Bill, 1905, the increase of jurisdiction of quarter sessions, borough jury lists, and points of practice were discussed.

The following officers were elected for the ensuing year: President, Dr. Woodhouse, Hull; vice-president, Mr. F. B. Harris, Nottingham; treasurer, Mr. A. Copson Peake, Leeds; hon. secretary, Mr. Francis Ogden, Manchester; committee, Messrs. J. Binney (Sheffield), H. Brevitt (Wolverhampton), F. F. Cartwright (Bristol), W. H. Duignan (Walsall), J. Foster Glanville (Portsmouth), and J. Gibson Youll (Newcastle-upon-Tyne).

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 3rd and 4th of May, 1905:

Alsop, Charles Frederick
 Anderson, John Sloane
 Barlow, Arthur Ernest Leslie
 Barrie, Andrew
 Beard, Philip Leo
 Beauford, Cecil
 Billinge John Harold
 Barker, Holroyd Birkett
 Bone, Ernest Edgar
 Boxall, Frank Stuart
 Bullough, Ernest
 Carlyn-Britton, Winstanley
 Collet, Arthur Lowe

Collier, Percy
 Corke, Ralph Thierry
 Crutcheild, Henry
 Damant, Henry Kirkpatrick
 Daniel, Francis De Forest
 Davies, Joseph Gordon
 Davies, Reginald Thomas
 Davis, Edward William
 Davis, Herbert Amplett
 Dodds, George Hepple
 Drake, William John Angelo
 Drutt, James Victor
 Edwards, Arthur Gordon

Eldon, Harry Brisbane
 Farr, Mervyn Ernest Alexander
 Fitzpatrick, William Henry
 Mullenoux
 Forster, John
 Francis, John Philip
 Gloster, Oscar Frederick
 Gornall, Arnold Kenneth
 Grace, John
 Gribble, Frederick John Latimer
 Harding, Arthur Herbert
 Harrison, Howard Guy
 Harrison, William
 Hartley, Rufus
 Henderson, Ernest Clennell
 Howe, Thomas Edward Barham
 Huntley, Walter
 Jenkins, Frank Harold
 Jennings, George Wells
 Jolly, Lionel Charles
 Kiernander, John Dixie
 Latay, Louis John
 Lines, Thomas Price
 Littler, Ernest
 Llewellyn, Mostyn Cleaves
 Luck, Eric William Harry
 Mann, John Henry
 March, Frank Percival
 Mawdsley, Ernest William
 Milburn, Frederick Ashton
 Moore, John William

Moser, Edward
 Moser, William Walter
 Munro, Hector Cameron
 Nicholls, Albert Charles
 Oliver, Penry Raymond
 Owen, William Churchill
 Page, Frederick Percival
 Parrott, William Sydney
 Pepper, John William
 Pitt, William Pepperell
 Pollitt, George Egerton
 Pow, Harold Ernest
 Price, Reginald Chester
 Reece, John Wynne Paynter
 Roberts, George Pendleton
 Royle, Vernon Peter
 Sheard, Norman Henry
 Shield, Clement Ridley
 Soady, John Harold
 Stevens, Tom Pearman
 Stocks, Andrew Denys
 Thomson, John Leslie
 Townsend, Wilfred
 Tunaley, Albert Edward
 Walford, Henry Howard
 Ward, Christopher Eric Ley
 White, Henry Hewlett Eales
 White, Reginald Walford
 Wray, Thomas Percy
 Wyles, Walter Nelson

Legal News.

Appointments.

Mr. ELDON BANKES, K.C., has been elected a Member of the Bar Library Committee, Royal Courts of Justice, in succession to Mr. Justice Bargrave Deane.

The Earl of DESART, Director of Public Prosecutions, has been elected a Bench of the Inner Temple, to fill the vacancy caused by the appointment of Mr. Justice Bargrave Deane as a Judge of the High Court.

Mr. H. H. RICHARDSON, solicitor, of 2, Broad-street-buildings, London, E.C., has been appointed Solicitor to the Society of Architects, in succession to the late Mr. Edgar Farman. Mr. Richardson was admitted in February, 1879, and has for some years been an honorary member of the society.

Changes in Partnerships.

Dissolutions.

CHARLES EDWARD BLOOMER, CECIL EDMUND CURRIE, and ARTHUR EDWARD SULLY DAMIAN, solicitors (Bloomer, Currie, & Damian), 52, Doughty-street, London, W.C. May 1. The said Charles Edward Bloomer and Cecil Edmund Currie will henceforth carry on business at 52, Doughty-street aforesaid under the style or firm of Bloomer & Currie.

ALFRED CHARLES REASHAW WILLIAMS and EDWARD ELVY ROBB, solicitors (Williams & Robb), 52, King William-street, London, E.C. May 13.

[Gazette, May 19.

JOHN EDWARD PINK and JAMES BARNES, solicitors (J. E. Pink & Barnes), Portsmouth. May 1. The said business will as from the 1st day of May instant be carried on by the said John Edward Pink. [Gazette, May 23.

General.

Mr. C. M. Warrington, K.C., presided on Monday at the dinner of the General Council of the Bar, held at the Grand Hotel, Trafalgar-square, when there were present the Master of the Rolls, Lord Justice Cozens-Hardy, Mr. Justice Channell, Mr. Justice Swinfen Eady, Mr. Justice Bargrave Deane, and Mr. Justice Warrington.

Judge Rentoul, K.C., says the *Times*, gave a decision on the 23rd inst. in the City of London Court of much importance in regard to commissions. A stationer in the City sued a City solicitor for £5 as commission due. Plaintiff's case was that certain country friends of his wanted to bring divorce proceedings, but not knowing a London solicitor they asked him to recommend one. He introduced the defendant, who, he said, had previously promised to give him £5 as commission. Now the defendant refused to pay. Judge Rentoul, K.C., said he did not think such an action was tenable in law, as being against public policy. It was opening the door in a very dangerous way. The position of a solicitor was very much guarded by the law, and it involved the greatest confidence. Every man was hopeless in the hands of a dishonest solicitor. It was well known that bribery existed in the legal profession, on both sides of it. The plaintiff might have recommended the best solicitor for the purpose, but the plaintiff did not disclose to his friends that he was to be paid for the introduction. The principle underlying the action was very important. Judgment would have to be given for the defendant. The point had never been decided before, and as it would be interesting to have the opinion of the Court of Appeal on the matter he would give leave to appeal. The defendant denied that he ever agreed to give the plaintiff anything.

Much amusement was caused in Mr. Justice Kekewich's court on the 19th inst., says the *Daily Mail*, by counsel's description of the service of a writ on a niece of a deceased clergyman named Casey, in respect of dilapidations of his vicarage, which had been certified by his bishop. The lady went to Ireland and then escaped to a quiet spot in Hampshire, where a local solicitor was instructed to follow her. She went off on her bicycle, and the solicitor pursued her in his motor-car, which eventually he had to draw up across the road to prevent her escape. The writ was handed to her, whereupon she flung it in the road.

On Tuesday last the President of the Probate, &c., Division said that he had only just learned of the sudden death from heart failure of Mr. Registrar Owen, the Senior Registrar of the Probate and Divorce Court. He was appointed registrar in 1874 and became senior registrar in 1891. In his death the court has sustained a sad loss. He (the learned judge) had held the late Mr. Owen in the very highest regard and esteem. His work at the Probate and Divorce Registry at Somerset House had been of the greatest possible value. The death of such a man was really a public loss. He was a man of great experience in all the work of the court and was a man of great administrative capacity; and he felt sure that all connected with the work of the court would feel that in his death they had incurred a real loss.

The following twenty-nine gentlemen have been nominated to fill the twenty-four vacancies on the General Council of the Bar, the election for which will take place during the week ending Saturday, the 3rd of June next—viz., Mr. Levett, K.C., Mr. Witt, K.C., Mr. Blake Odgers, K.C., Mr. Butcher, K.C., Mr. Alderson Foote, K.C., Mr. J. F. P. Rawlinson, K.C., Mr. Hammond-Chambers, K.C., Mr. T. R. Hughes, K.C., Mr. Norton, K.C., Mr. Manisty, K.C., Mr. A. Powell, K.C., Mr. F. H. Mellor, K.C., Mr. L. Sanderson, K.C., Mr. J. W. Mansfield, Mr. M. Macnaghten, Mr. R. W. Coventry, and Messrs. R. F. MacSwiney, H. D. Bonsey, W. Wills, A. P. Longstaffe, T. H. Wright, R. G. Seton, J. H. Murphy, A. W. Bainton, G. R. Northcote, S. Hutton, J. F. W. Galbraith, F. J. F. Lampard, and F. H. M. Corbet.

There was once, says the *Evening Standard*, a very estimable Oxford don who undertook to relieve a friend who was chaplain at a great prison. While the visitor had charge, it fell to him to minister to a man condemned to death. At the end of the final interview he said briskly, "Well, at eight o'clock in the morning, then." One of the unhappiest remarks on record, it is less likely to make one shudder than that which always emanated from a gentleman at the Old Bailey. Well dressed, a pleasant, cheerful-looking man, he always turned up at dinner on the last day of the sessions to take a glass of wine with the members of the bar. And as he tossed off his liquor, it would be to the health of his patrons, accompanied by an expression of gratitude for past favours, and hopes for still further favours to come. It was Calcraft, the hangman.

It is barely twelve months, says the *Evening Standard*, since Sir Gainsford Bruce retired from the King's Bench, where he had been a judge since 1892, on account of failing health, after four-and-forty years of busy life. During his twelve years on the bench he earned the reputation of being one of the soundest and most conscientious of judges, and one of his distinctions in that office was that on only one occasion was he ever guilty of making a joke. The provocation was a case in which the jury found two men not guilty of a charge of fowl-stealing. "You are discharged," said Mr. Justice Bruce to the prisoners. "I agree that you should be given the benefit of the doubt, but I think you know more about those fowls than either I or the jury do." The men grinned, and did not deny the soft impeachment, but they left the court in a good deal of a hurry.

It is so rare, says a correspondent, to find a lay paper saying anything kindly about lawyers that I think the enclosed cutting from the current issue of the *American Register*, an old-established paper, circulating largely in Paris and London, is worthy of reproduction: "There never was a time since civilization invented lawyers that the members of that profession were not reviled as not too scrupulous, or too honest. It is in this case as in many others—the sins of a few are accredited to the many. It is the popular, but perverted, way of looking at things, that is all. As a matter of fact, there is an immunity from offence in legal ranks that no other profession or calling can equal. The lawyer black sheep is very black indeed, as the clerical black sheep is; but, taking them in the bulk, lawyers are as honest and well meaning as other people—and a good deal more so than some."

The federal courts of the United States are, says the *Central Law Journal*, most generous and liberal in their attitude toward new methods of healing. Osteopathy, mental healing, Christian science, magnetic healing, have all received the sanction of the federal tribunals. In the recent case of *Post v. United States* (135 Fed. Rep. 1), the Circuit Court of Appeals for the fifth circuit discusses the question whether the practice of mental healing is so fraudulent in its very nature as to prohibit those that practise it from the use of the mails for its exploitation. In this case the court held that the Act of Congress making it a criminal offence to use the mails in furtherance of a scheme or artifice to defraud does not make any discrimination with respect to the right to the use of the postal establishment of the United States by persons whose vocation is healing, between those who profess to cure by the use of mental science and those who use drugs; and, in a prosecution thereunder for such use of the mails, the question of the defendant's good faith is the cardinal question. The court further held that if the defendant practised in good faith, without the intention to defraud, she is not guilty, although in fact the theory and practice followed were worthless; but if, without belief in her practice, and with knowledge that her representations regarding it were false, she made them to defraud, the fact that mental healing is a lawful vocation does not prevent conviction.

Litigants who complain of the law's delay in England have, says the *Globe*, the satisfaction of knowing that their lot would be infinitely worse in America. The May number of the *Green Bay* is devoted entirely to the congested state of the American courts. It is rather surprising to learn that Chicago, which one is accustomed to associate with hurry, is the town that suffers most acutely from the slowness of the law. "The courts sitting in the city of Chicago are about three years behind in their work." In many other parts of the United States the problem is almost as serious, and the adoption of English procedure is being widely recommended as the best solution. "The Probate and Equity Courts throughout the country," we are told, "are reasonably prompt." As in England, so in America, arrears are most abundant in the Common Law Courts. But, happily, the American is free to boast that the pile of arrears in his courts is very much bigger than in our own.

There is a great controversy, says the *Central Law Journal*, existing between certain courts of last resort, on the question whether the conduct of bloodhounds in trailing criminals is of any evidentiary value. The Nebraska Supreme Court takes the position that the bloodhound's qualification for trailing criminals has been greatly overestimated and is too uncertain to permit a suspicion of guilt to be drawn from the conduct of a hound under such circumstances: *Brott v. State (Neb.)* (97 N. W. Rep. 593). The Kentucky Court of Appeals, however, in the case of *Denham v. Commonwealth* (84 S. W. Rep. 538), takes issue with the Nebraska court and holds that in a prosecution for assault with intent to kill, evidence of the trailing of defendant by bloodhounds, which were shown to have been of good breeding, and to have been carefully trained in tracking men, and which had tracked and aided in the capture of many criminals, was admissible, although the pedigrees of the dogs were not asked about or stated with particularity.

A meeting of the Bankers' Parliamentary Committee was, says the *Times*, Parliamentary correspondent, held at the House of Commons on the 18th inst. to discuss the Public Trustee and Executor Bill which is waiting consideration in the House of Commons as amended by the Standing Committee on Law, the Bills of Exchange Act, 1882, Amendment Bill, and the Prevention of Corruption Bill. Sir F. Dixon-Hartland presided, and there were present Mr. Baldwin, Mr. Dickinson, Mr. E. B. Faber, Sir F. Flannery, Sir A. F. Godson, Mr. Helder, Sir H. Kimber, Sir H. S. King, Mr. Lawrence, Mr. Lonsdale, Mr. Martin, Sir H. Maxwell, Mr. S. Roberts, Mr. A. Stanley, Mr. Stuart Wortley, and Colonel Williams. It was resolved

to adopt all possible means to secure the reinsertion in the Public Trustee and Executor Bill of the clause (struck out by the Standing Committee) enabling a testator or other creator of a trust to direct or authorize the employment of particular solicitors or banks unless removed for good cause by the High Court upon the application of the public trustee or interested parties. The promoters of the measure do not attach great importance to the point; and they see no reason why a compromise should not be effected. The clause formed no part of the measure as originally drafted in the eighties; but it was introduced by the Upper Chamber in 1890 at the instance of the Lord Chancellor, and it has been since retained as likely to facilitate the progress of the Bill.

FIXED INCOMES.—Houses and Residential Flats can now be Furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEENEWICH.	Mr. Justice FARWELL.
Monday, May	29 Mr. Greswell	Mr. Godfrey	Mr. Carrington	Mr. Theed
Tuesday	30 Church	R. Leach	Beal	W. Leach
Wednesday	31 Farmer	Godfrey	Carrington	Theed
Thursday, June	1 King	R. Leach	Beal	W. Leach
Friday	2 W. Leach	Godfrey	Carrington	Theed
Saturday	3 Theed	R. Leach	Beal	W. Leach
Date	Mr. Justice BUCKLEY.	Mr. Justice JOTICE.	Mr. Justice SWINNEY EADY.	Mr. Justice WARRINGTON.
Monday, May	29 Mr. King	Mr. Jackson	Mr. Church	Mr. Beal
Tuesday	30 Farmer	Pemberton	Greswell	Carrington
Wednesday	31 King	Pemberton	Church	Theed
Thursday, June	1 Farmer	Pemberton	Greswell	Godfrey
Friday	2 King	Jackson	Church	Pemberton
Saturday	3 Farmer	Pemberton	Greswell	Jackson

Circuits of the Judges.

The following judge will remain in town: THE LORD CHIEF OF ENGLAND, during the whole of the Circuits; the other judges till their respective commission days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1905.	MIDLAND.	OXFORD.	N. EASTERN.	NORTHERN.	WESTERN.	S. WALES AND CHESTER.	N. WALES CHESTER AND GLAMORGAN.	S. EASTERN.
Commission Days.	Wills, J. Lawrance, J.	Darling, J. A. T. LAWRENCE J.	Grantham, J. Jelf, J.	Kennedy, J. Walton, J.	Ridley, J. Bigham, J.	Channell, J.	Phillimore, J.	Bucknill, J. Bray, J.
Wednesday May 24						Haverfordwest		
Saturday						Lampeter		
Monday							Newtown	Huntingdon
Tuesday						Cardarthen		Cambridge
Wednesday							Dolgelly	Friday, June 2
Thursday, June 1						Salisbury		
Saturday						Brecon		
Monday							Cardarvon	B.S. Edmunds Thurs., June 8
Wednesday						Prestcign		
Friday						Dorchester		
Saturday						(End)		
Monday						Wells	Beaumaris	Norwich
Tuesday						Mon., June 19	Ruthin	Wed., June 14
Thursday							Mold	
Friday							(End)	Chelmsford
Saturday								Wed., June 21
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Friday						Exeter 2		Hertford
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Saturday, July 1						Winchester 2		Mon., July 3
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The Property Mart.

Sales of the Ensuing Week.

June 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

- To One-fifth of a Trust Fund, value £36,835; lady aged 68. Solicitors, Messrs. Seal & Edgell, London.
- To a sum of £3,800; gentleman aged 70, provided a gentleman aged 43 survives him. Solicitor, C. C. Singleton, Esq., Ashton under-Lyne.
- To One-half of £1,440 Bombay and Baroda Railway Consolidated Stock, lady aged 70; also share in possession of surplus income. Solicitors, Messrs. Law & Worsam, London.
- To One-third of a Trust Fund, value £6,150; gentleman aged 60. Solicitor, H. Mear, Esq., London.

LIFE INTEREST in a Trust Fund, producing £220 per annum, with policy; lady aged 37. Solicitor, L. W. Gregory, Esq., London.

PATENT RIGHTS relating to an improvement in pumps. Solicitor, D. A. Romain, Esq., London.

POLICIES for £800, £150. Solicitor, L. Weatherley, Esq., London.

DEBENTURES and SHARES:

- H. B. Baines & Co (Ltd.) ("Graphic" and "Daily Graphic"), 12 £100 Four per Cent. Debentures.
- Times Insurance Company (Ltd.), 5,100 Shares of £1 each, fully paid.

(See advertisements, this week, back page.)

Result of Sale.

Messrs. GEORGE TROLOPE & SONS, of West Halkin-street, Belgrave-square, announce that the Leuehold Residence, 12, Wilton-street, which was not sold at their recent auction, has now been let on lease.

Winding-up Notices.

London Gazette.—FRIDAY, May 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-AMERICAN LAND MORTGAGE AND AGENCY CO. LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Frederick Herbert Ramsden, 150, Leadenhall st.

BURGESS BROS. LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to John Fearnhead, 20 and 22, High st, Chorley. Kenyon, Bolton, solors for liquidator

COUNTRY AND GENERAL PUBLISHING CO. LIMITED—Petn for winding up, presented May 15, directed to be heard May 30. Hart, Telegraph st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29

DEE BOATING CO. LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Knowles, 61, Bridge st, Chester. Walker & Co, Chester, solors

GARCIN RENAULT ELECTRIC CARS AND ACCUMULATORS, LIMITED—Petn for winding up, presented May 15, directed to be heard May 30. Stammers, Basinghall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29

LEHMANN, ABRAHAM, & CO. LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Frederic George Painter, 19, Coleman st. Baker & Co, Gresham st, solors for liquidator

LONDON AND POOLE STEAM SHIPPING CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 17 to send their names and addresses, and the particulars of their debts or claims, to Edward Bicker, Wilts and Dorset Bank chambers, Bourne-mouth

MUNICIPAL FOUNDRY AND ENGINEERING CO. LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to William Dearn, 30, Spring gdn, Manchester, or Percy Frederick Huddleston, 72, Finsbury pyment. Boardman, Manchester, solors for liquidators

POWELL & SONS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Roger Percy Sling, 26, Exchange st East, Liverpool

PUMP HOUSE HOTEL CO. LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to William Powell Price, 6, Bulwark, Brecon

SUNNY BEE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to William Buller, 1, Waterloo st, Birmingham. Forsyth & Co, Birmingham, solors for liquidator

London Gazette.—TUESDAY, May 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBERT SMITH & CO. LIMITED—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Tom Lund, Scott st, Keighley. Dewhurst, Keighley, solors for liquidator

ARBUTUS STEAMSHIP CO. LIMITED and THE FOGARIES STEAMSHIP CO. LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Cromwell Alfred Stephens, 133, Leadenhall st

E. MOORHOUSE & CO. LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Steele, Guildhall chambers, 38 and 40, Lloyd st, Manchester. Crofton & Co, Manchester, solors to the liquidator

ENRIQUE COMTES & CO. LIMITED—Creditors are required, to send their names and addresses, and the particulars of their debts or claims, to Rafael Pargu, 130 Bishopsgate st

G F GORDON & CO. LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Edgar Wilson Clarke, 6, South st, Manchester

SUPERHEATED STEAM COOKING CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James Henry Friend, 63, St Andrew's st, Cambridge. Ginn & Matthew, Cambridge, solors for liquidator

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 19.

DONSON, HENRY, Pilling, Farmer June 19 Crook v Brown, Registrar, Preston Stutton, Lancaster

KAYE, CHARLES, Stretford, nr Manchester June 19 Albury v Kaye, Registrar, Manchester Twemlow, Manchester

SMITHS, ANNIE, Brighton June 28 Smithers v Linfield, Farwell, J. Clowes, Serjeants' inn, Temple

London Gazette.—TUESDAY, May 23

WARD, HON RICHARD, St James pl, Pall Mall, Captain, Royal Horse Guards June 22 White v Cloughton, Farwell, J. Tyron, New sq, Lincoln's inn

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 19.

ABBOTT, ELLEN, Blackpool July 5 Stanton & Walker, Chesterfield

AMERCORN, Most Noble LOUISE JANE Dowager Duchess of, Pittleworth, Sussex June 27 Watson & Co, Bouverie st

ANDERTON, THOMAS, Birkdale, Lancs July 3 Smith, Southport

ATHEFTON, JOSEPH, Kirby, Lancs, Farmer June 30 Evans & Co, Liverpool

BANK, ROBERT BOND, Leytonstone June 21 Turner, Basinghall av

BARNES, THOMAS BRADBURY, Freshford, Somerset June 21 Mann & Rodway, Trowbridge

BARRON, GEORGE, Summerseat, Southport, Doctor June 28 Williams, Southport

BEAULAH, THOMAS, Boston, Lincs, Newspaper Proprietor June 26 Staniland & Son, Boston

BIRCH, RICHARD, Preston, Lancs, Cabinet Maker June 10 Craven, Preston

BRIDGES, FRUER, Framlingham, Suffolk, Blacksmith June 17 Ling, Framlingham

CARTER, PHOEBE, Wordsley, Staffs June 29 Wall & James, Stourbridge

CUMING, WILLIAM HERBERT, Southampton June 17 Bubb & Co, Cheltenham

DAVIES, THOMAS, Llewynpi, Glam, Chandler June 14 Cule, Pentre

DREWRY, FREDERICK JAMES, Weymouth June 24 L R E E Drewry, Weymouth

EDGE, JOHN, Podmore, Eccleshall, Staffs June 30 Lea, Eccleshall

ENGEL, BERNARD, Bournemouth July 7 Benjamin, Coleman st

GABRIEL, JOHN THURSTON, Commercial rd, Lambeth June 30 Morriah, Gresham st

GATENBY, RICHARD, Higher Crumpsall, Manchester July 15 Boardman, Manchester

GERMAN, WILLIAM, Colwyn Bay, Denbigh July 15 Nunn & Co, Colwyn Bay

GIBBINGS, CATHERINE CUTHBERT, Cheltenham June 30 Titchhurst & Co, Cheltenham

HAMLEN-WILLIAMS, THEOPHILUS RICHARDS, Treforest, Glam, Physician July 31 Cousins & Co, Cardiff

HAMMOND, EDWARD, Newmarket, Banker June 2 D'Albani & Ellis, Newmarket

HEARN, THOMAS JAMES, Windsor, Publican June 24 Phillips & Randle Ford, Windsor

HIGGINS, JOSEPH, Berriew, Montgomery, Farmer June 1 Harrison & Winnall, Welshpool

HILL, ANN, London rd, Enfield July 3 Books & Co, King st, Cheapside

HILLS, HENRY, Brabourne, Kent, Farmer May 31 Hallett & Co, Ashford, Kent

KEMP, SAMUEL, Bexley, Kent, Boot Maker June 10 Baynes, Dartford

KNOX, SUSAN EUPHEMIA, Dover June 30 Capron & Co, Savile pl, Conduit at

LANCE PETER, Worcester, Machine Needle Pointer June 10 Kerwood, Redditch

LOND, SARAH East Wickham June 10 Baynes, Bexley Heath

LANE, JOHN THOMAS, Newmarket, Corn Merchant June 1 Lane & Co, Birmingham

LE GRAND, FREDERICK GASPER, St Leonards on Sea July 10 Tyler, Clement's inn

LEONARD, HARRIETT, Cambridge June 24 Ginn & Matthew, Cambridge

LEWIN ROBERT, Pensby, nr Birkenhead June 20 Newman & Olley, Liverpool

MALCOLM, ALEXANDER JAMES, Prince of Wales ter, Kensington July 3 Hollam & Co, Mincing in

MATTHEWS, WILLIAM, Tanahelf, Pontefract, York June 30 Carter & Co, Pontefract

MILES, FREDERICK THOMAS, Priory rd, Bedford Park July 1 Boydell, South sq, Gray's inn

MILLER, ELLEN, Bridlington, Yorks June 20 F & E Emley, Newcastle-upon-Tyne

MITCHELL, MARIA, Enthorpe, Yorks June 5 Butland & Macturk, South Cave, R30

MORGAN, JOHN HUDSON, North Shields June 20 Brown & Holiday, North Shields

MOSS, JAMES ROBERT, Tunbridge Wells June 30 Park & Co, Essex st, Strand

NOTTON, ALFRED JAMES, Blackpool June 15 Nash, Swansea

OLLIFFE, CHARLES THOMAS, Southern Nigeria June 30 Brown, Surrey st, Strand

PICKWELL, WILLIAM, Market Rasen, Lincs, Yeoman June 19 Frearson & Rainey, Market Rasen

RICHOLD, WILLIAM, Long Melford, Suffolk June 24 Steed & Steed, Long Melford

RICKINSON, JOHN, West Hartlepool, Merchant June 25 Gray, Wh'by

SHARP, Rev WILLIAM, Downs rd, Clapton June 24 Wilde & Co, College hill

SHEPARD, MARY TUFFLEY, Figheldan, Wilts June 20 Warner & Co, Finsbury circus

SIMPER, CAROLINE, Margate June 17 Hills & Shea, Margate

SIMMONS, WILLIAM, Kilaby, Northampton May 31 Seabroke & Son, Rugby

SMITH, CHARLES COLONEL, Wolverhampton July 1 T M & F Whitthouse, Wolverhampton

STROTHER, CHARLES JOHN, High rd, Chiswick June 30 Worrell & Son, Coleman st
TALBOT, DAVID AUGUSTUS MARTIN, Richmond hill, Bristol, Surgeon July 1 Wood,
Wington, Somerset
TREVAN, FRANCES JANE, Duke st, Manchester sq June 17 Witham & Co, Gray's inn sq
THOMAS, WILLIAM, Lwyddcoed, Aberdare, Innkeeper June 19 Thomas, Aberdare
THORNLEY, JOSEPH, Heston Chapel, Lanes June 20 Brownword, Manchester
TUCKER, HENRY PENDOCK St George, Scarsdale villas, Kensington June 24 Underwood
& Co, Holles st, Cavendish sq
WALTERS, HERBERT GEORGE, Haverstock Hill, Merchant's Traveller June 30 Baillie &
Co, George st, Mansion House
WATERMAN, CHARLES, Wimborne Minster, Dorset, Market Gardener May 31 Luff &
Raymond, Wimborne Minster, Dorset
WATSON, RICHARD, Accrington, Pattern Maker June 30 Busting, Accrington
WATSON, SARAH ANN, Balsall Heath, Worcester June 8 Lane & Co, Birmingham
WEBB, LAVINIA, Wordley, Staffs, June 29 Wall & James, Stourbridge
WEICHCOTE, Dame LOUISA DAY, Folkingham, Lincs June 24 Gamla & Co, Gray's inn sq
WILLIAMS, MICHAEL, Old Burlington st June 19 Walker & Co, Theobalds rd, Gray's inn
WRIGHT, THOMAS BEAUMONT, Loughborough June 15 Hands, Loughborough
YAPP, HARRIET, Southwold rd, Upper Clapton June 19 Stanley & Co, Bristol

London Gazette.—TUESDAY, May 23.

ALTHAM, JAMES, Shuttleworth, Lancaster, Farmer June 20 Crompton, Bury
ANNELLS, FLORENCE CHARLOTTE, Harlesden June 18 Welman & Sons, Westbourne grove
BALD, REINHOLD BAKER, Camberley, Surrey July 31 E F & H London, New Broad st
BATTY, WILLIAM, Eccles, Tobaccoist July 3 Ogden, Manchester
BEAN, HANNAH, Scarborough July 8 Turnbull & Son, Scarborough
BEARD, JOHN, Gt Coggeshall, Essex, Brewer July 31 Beaumont & Son, Coggeshall
BUCH, Dame MARGARET FERRIE NELSON OF, Kensington Palace gds July 1 A J & J
Dickson, Edinburgh
BOD, JANE, Newcastle-upon-Tyne June 30 Chartres & Youll, Newcastle-upon-Tyne
BRIGGS, JOHN, Kingston upon Hull July 3 Thompson & Co, Hull
BROWN, ROBERT, Thornbury, Bradford July 1 Scott & Turnbull, Leeds
BUCKTON, WILLIAM, Ribston Little, nr Wetherby, York, Farmer June 14 Gilling,
Harrogate
BURST, CHARLES MASSON, South Shields June 17 Grunhut & Co, South Shields
BUSELL, JOHN, Cheltenham June 16 McLaren, Cheltenham
CHURCHILL, ALFRED, Bletchingley, nr Redhill June 30 Head & Co, Reigate
CHASSE, EYRE MACDONELL STEWART, Farnborough, Southampton June 30 Jackson,
Farnham
EASTWOOD, CHARLES EDWARD, Halifax, Butcher June 24 Jubb & Co, Halifax
EDWARDS, MARY ANN, Southtown, Suffolk June 3 Burton & Son, Gt Yarmouth
ELWOOD, WILLIAM, Chideock, nr Bridport June 10 Whetham, Bridport
GLUCKSTEIN, HENRY, Pyrland rd, Canonbury July 5 H J & T Child, Pauls Bakehouse
et, Godliman st

GROVE, CHARLES, Stoneybridge House, nr Bellbroughton, Worcester, Farmer June 6
Moberley, Lye, Stourbridge
HARMAN, COL RICHARD, D 30, 54th Sikhs Regiment June 24 Dowson & Co, Surrey st
HARRAL, HORACE DOWNNEY, Chobham, Surrey June 24 Soames & Co, Norfolk st, Strand
HEADLEY, TANFIELD GEORGE, Petersham, Surrey June 24 Barwell, Lincoln's inn fields
HERVEY, FRANCIS ARTHUR, Walton on Thames June 20 Coe & Co, Hart st, Bloomsbury
HOLLINHEAD, JOHN, Minshall Vernon, Chester, Farmer July 17 Bygott & Sons, Sand-
bach, Cheshire
JACKSON, MARY, Southport June 9 Teebay & Lynch, Liverpool
KNIGHT, HENRY JOHN, Secunderabad, Madras, India June 6 Britton, Soho sq
LITTLEWOOD, EDWARD KITSON, Brondesbury, Middlesex July 15 Andrew & Co, Gt
James st
MAPLES, WILLIAM, Leicester June 5 Whetstone & Frost, Leicester
MERRELL, GEORGE, Haworth, York June 9 Weatherhead & Knowles, Bingley, Yorks
MUGATROVD, JAMES, Shelf, Halifax, York, Farmer June 17 Farrar & Crowther, Brad-
ford
PERKINS, WILLIAM, Small Heath, Birmingham Aug 1 King & Mills, Birmingham
QUITZOW, HENRY CHARLES ALFRED, Bradford, Yarn Merchant July 1 Vint & Co,
Bradford
RAMSDEN, GEORGE CHARLES, Horbury, York, Watchmaker Dec 6 Burton & Dickinson,
Wakefield
RICHARDSON, WILLIAM ESDAILE, LEWIS July 1 Winter & Co, Bedford row
SANDERS, THOMAS, Rushden, Northampton Currier July 4 Burnham & Co, Welling-
borough
SIBSON, RICHARD, Huggate, York, Shopkeeper June 10 Powell, Market Weighton
SMITH, ALFRED, Huddersfield June 22 Sykes, Huddersfield
STARR, CAROLINE MUNDY, Hammersmith rd June 24 Child & Child, Sloane st
TATE, JOHN, Gosforth, Northumberland June 30 Chartres & Youll, Newcastle upon
Tyne
TAYLOR, WILLIAM HENRY, Montagu mans, Portman sq June 26 Tucker & Co, New et
Lincoln's inn
TAYLOR, WALTER, Buxton June 30 Clegg & Sons, Sheffield
TILL, GEORGE WILLIAM, Worcester, Surgeon July 1 Campbell & Garrard, Worcester
TOWLER, WILLIAM THOMAS, East Ham, Essex, Boilermaker June 20 Nicholls, Iron-
monger ln
WALMSLEY, JOHN, Hoghton, Lancaster, Estate Foreman June 15 Whitehead, Preston
WHALLEY, MARY ANN, Duobam Massey, Chester June 15 W B & P S Minor, Man-
chester
WILKIN, MARIA, Whitwell Common, Norfolk June 30 Blyth, Norwich
WOOD, FRANK ERNEST, Brockley, Kent July 1 Fooks & Co, Carey st
WOOD, WILLIAM, Dover July 6 Bradley, Dover
WOOD, WILLIAM ATKINSON, Hunslet, Leeds, Manufacturing Chemist June 30 Scott &
Turnbull, Leeds

Bankruptcy Notices.

London Gazette.—FRIDAY, May 19.

RECEIVING ORDERS.

ANDLER, PHILIP, Leeds, Publican Leeds Pet May 15 Ord
May 15
BARRETT, THOMAS HENRY, Upham, nr Bishops Waltham,
Hants, Baser Southampton Pet May 17 Ord May 17
BREDS, SIDNEY HERBERT, Irving mans, West Kensington,
Stationer High Court Pet May 17 Ord May 17
BILLINGSLEY, GEORGE DUDLEY, Worcester, Grocer Dudley
Pet May 15 Ord May 15
BLTON, LAWRENCE COOPER, Nottingham, Provision Dealer
Nottingham Pet May 1 Ord May 16
BUCKLEY, WILLIAM, Brighton, Furniture Dealer Brighton
Pet May 15 Ord May 15
BUTTERS, CHARLES, Epping, Suffolk, Corn Dealer Cam-
bridge Pet May 16 Ord May 16
CAMPBELL, MARY, Brynmawr, Brecon, General Dealer
Tredgar Pet May 15 Ord May 15
CARTER, HAROLD EDWARD, Elgin mans, Maidas Vale,
Surveyor High Court Pet May 16 Ord May 16
CHASON, FRANCIS EDWARD, Worcester, Hop Factor
Worcester Pet May 16 Ord May 16
COATES, FRANCIS, Stockton on Tees, Stockton on Tees Pet
May 16 Ord May 16
COLLINS, FRANK, Northampton, Butcher Northampton
Pet May 16 Ord May 16
COOK, CLAUDE HIRST, Ashton under Lyne, Ashton under
Lyne Pet April 23 Ord May 15
COOK, JAMES GUY, Patricot, Lanes, Pork Butcher Sal-
ford Pet May 16 Ord May 16
DAVIS, THOMAS GOUGH, Birkenhead, Cheshire, Pawn-
broker Birkenhead Pet May 9 Ord May 16
DAY, WILLIAM, Brack rd, Picture Framer Bradford Pet
May 16 Ord May 16
DOUGLAS, CROMPTON SYDNEY, Grosvenor Club, Dover st,
Piccadilly High Court Pet May 16 Ord May 16
DOWNHAM, FREDERICK, Basingstoke, Baker Winchester
Pet May 17 Ord May 17
DURANT, STEPHEN, Aberystwyth, Cardigan, Licensed
Victualler Aberystwyth Pet May 15 Ord May 15
ECCOTT, WILLIAM HENRY, Mount Pleasant, Swansea, Boot
Maker Swansea Pet May 16 Ord May 16
EYRE, EDWIN, Liverpool, Ironmonger Liverpool Pet May
17 Ord May 17

GOODMAN, JOSEPH, Teignmouth rd, Brondesbury, Draper
High Court Pet March 2 Ord May 10
GOULSTON, MATRICE, Coldharbour ln, Brixton, Tailor High
Court Pet May 15 Ord May 15
HARRIS, CLEMENT GEORGE, Leeds, Woollen Manufacturer's
Traveller Leeds Pet May 15 Ord May 15
HAWKINS, WILLIAM HENRY, Osmore Vale, Glam, Fruiterer
Cardiff Pet May 15 Ord May 15
HETWORTH, AGNES HELENA, Harrington rd, South Ken-
sington High Court Pet May 16 Ord May 16
HOLLAND, ALEXANDER, Farnworth, Lanes, Electrical
Engineer Bolton Pet May 4 Ord May 17
HOLTON, HENRY GLOVER, Southsea, Hants, Provision Mer-
chant Portsmouth Pet April 28 Ord May 15
HYDE, JOHN, Hornchurch, Essex, Butcher Chelmsford
Pet April 15 Ord May 15
JONES, THOMAS JAMES, Brockworth, Glos, Coach Builder
Gloucester Pet May 13 Ord May 13
KENNARD, CHARLES, St Lawrence, Kent, Jam Manufacturer
Canterbury Pet May 2 Ord May 16
KENNY, WILLIAM JOHN, South Woodford, Essex, Architect
High Court Pet April 12 Ord May 17
KIRK, WILLIAM, Bantow Hill, Staveley, Derby, Grocer
Chesterfield Pet May 15 Ord May 15
KIRKPATRICK, FANNY, Leicester, Draper Leicester Pet
May 16 Ord May 16
LEWIS, AUGUSTUS, Porthkerry, Glam Cardiff Pet May 16
Ord May 16
LILEY, MARY, Mexborough, Yorks Sheffield Pet May 16
Ord May 16
MCKILL, HENRY, Northfields, Dewsbury, Grocer Dewsbury
Pet May 16 Ord May 16
MILLEN, THOMAS, Welford, Northampton, Machinist
Leicester Pet May 16 Ord May 16
MOSELEY, EDWIN JOHN, Kingston upon Hull, Company
Manager Kingston upon Hull Pet May 17 Ord
May 17
OWENS, JOHN HENRY, Llanhilleth, Mon, Miner Newport,
Mon Pet May 17 Ord May 17
PEPPERALL, JAMES EDWIN, Bigwater, Letter Carrier
Bigwater Pet May 17 Ord May 17
POTTINGS, STEPHEN, York rd, Islington, Cab Proprietor
High Court Pet May 16 Ord May 16
RICHARDSON, C, East Sheen Wandsworth Pet April 15 Ord
May 16
RIFFIN, WILLIAM GEORGE, Leytonstone, Essex, Licensed
Victualler High Court Pet April 29 Ord May 17

RODDIS, CAPT, Waverley, Liverpool, Boot Dealer Liver-
pool Pet March 29 Ord May 15
SCOTT, SAM, Liversedge, Yorks, Innkeeper Dewsbury Pet
April 28 Ord May 12
SHARPE, FREDERICK, Lovenhulms, Manchester, Butcher
Manchester Pet May 17 Ord May 17
SMITH, GEORGE WILLIAM, Kingston, Corn Merchant Ports-
mouth Pet May 15 Ord May 15
SMITH, LOBBRAINE, Hickley, Leicester, Plumber Leicester
Pet May 15 Ord May 15
SMITH, ROBERT, Sunderland, Fruiterer Sunderland Pet
May 16 Ord May 16
STAGNY, ERNEST ARTHUR, Raynes Park, Builder Croydon
Pet May 16 Ord May 16
STENT, GEORGE HERBERT, Canterbury, Fruiterer Canter-
bury Pet May 16 Ord May 16
SWALLOW, FRED, Gt Grimsby, Joiner Gt Grimsby Pet
May 13 Ord May 13
TEBBS, JOHN, Bristol, Business Transfer Agent Bristol
Pet May 2 Ord May 16
THOMAS, RHYE, Caerul, Maesteg, Glam, Boot Dealer
Cardiff Pet May 16 Ord May 16
TYLER, WALTER, Leicester, Boot Manufacturer Leicester
Pet March 31 Ord May 15
WALKER, GEORGE WILLIAM, Coventry, Grocer Coventry
Pet May 4 Ord May 15
WHITEHEAD & SAKER, Morgan rd, Bromley, Builders
Croydon Pet April 18 Ord May 16
WOODHOFF, GEORGE JOHN, Brampton, Chesterfield, Furni-
ture Dealer Chesterfield Pet May 15 Ord May 15
WYATT, JOHN, Morlake, Chemist Wandsworth Pet
May 17 Ord May 17
WYNN, THOMAS, Carnarvon, Coal Merchant Bangor Pet
May 16 Ord May 16

FIRST MEETINGS.

ANDLER, PHILIP, Leeds, Publican May 29 at 11 Off Rec,
22, Park row, Leeds
BARTLE REGINALD WILLIAM, Fir Cotton, Northampton,
Professor of Music May 29 at 12 Off Rec, Bridge st,
Northampton
BREDS, SIDNEY HERBERT, Irving mans, West Kensington,
Stationer May 30 at 12 Bankruptcy bldg, Carey st
BUCKLEY, WILLIAM, Brighton, Furniture Dealer June 1 at
10 45 Off Rec, 4, Pavilion bldg, Brighton
CARTER, HAROLD EDWARD, Basinghall st, Surveyor May 30
at 11 Bankruptcy bldg, Carey st

CHARLES, FRANCIS EDWARD, Worcester, Hop Factor May 31 at 11.30 45, Copenhagen st, Worcester
 CHARLTON, THOMAS, Gt Grimsby, Herbalist May 30 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
 CONDON, DAVID, Aberdare, Builder May 30 at 3 135, High st, Merthyr Tydfil
 CURTIS, ALFRED, Sudbury, Suffolk, Jobbing Bricklayer June 9 at 11, Cups Hotel, Colchester
 DABNEY, GEORGE PHARIZ, Swaffham, Norfolk, Tailor May 27 at 12.30 Off Rec, 8, King st, Norwich
 DAVIES ARTHUR, Birkenhead, Auctioneer May 29 at 3 Off Rec, 35, Victoria st, Liverpool
 DAVIES, THOMAS GUGH, Birkenhead, Pawnbroker May 29 at 2.30 Off Rec, 35, Victoria st, Liverpool
 DAVIS, ARTHUR, Llandudno, Coal Merchant May 29 at 12 Crypt chmbrs, Eastgate row, Chester
 DAVEY, WILLIAM, Bradford, Picture Frammer May 30 at 3 Off Rec, 29, Tyrell st, Bradford
 DELAHAY, ISAAC WANTNEY, Beckenham, Kent, Dairyman May 19 at 12.30 24, Railway app, London Bridge
 DIXON, JOSEPH HENRY, St Austell, Cornwall, Schoolmaster May 27 at 12 Off Rec, Boscawen st, Truro
 DOUGLAS-CROMPTON, SYDNEY, Grosvenor Club, Dover st, Piccadilly May 29 at 11 Bankruptcy bldgs, Carey st, Leeds
 HARMIS, CLEMENT GEORGE, Leeds, Woollen Manufacturers' Traveller May 29 at 11.30 Off Rec, 22, Park row, Leeds
 HAWKING, EDWARD, Dursley, Devon, Builder June 1 at 10.30 Off Rec, 9, Bedford circus, Exeter
 HAWLEY, ALEXANDER, Walsall May 29 at 11.30 Off Rec, Wolverhampton
 HODGES, ROBERT, Cymer, Glam, Coal Miner May 30 at 12.30 Off Rec, 31, Alexandra rd, Swansea
 HOLTON, HENRY GLOVER, Southsea, Hants, Provision Merchant May 30 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 HOSKING, WILLIAM, Llanberran, Glam, Grocer May 29 at 12.15 117, St Mary st, Cardiff
 JEFFERIES, WILLIAM SEYMOUR, Richmond, Commercial Traveller May 30 at 12.30 21, Railway app, London Bridge
 MATTHEWS, HENRY, Pnarth, Glam, Cab Proprietor May 29 at 11 117, St Mary st, Cardiff
 MORRIS, WILLIAM BENFIELD, 4, New st, Wolverhampton, Insurance Agent June 1 at 11 Off Rec, Wolverhampton
 MOULE, THOMAS WILLIAM, Hawthorne rd, Wolverhampton, Coach Builder June 1 at 11.30 Off Rec, Wolverhampton
 PATRICK, JONATHAN SAINT, High rd, Wood Green, Tailor May 29 at 12 Off Rec, 14, Bedford row, London
 PECK, ROBERT THOMAS, Lowestoft, Suffolk, Plumber May 30 at 12.30 Off Rec, 8, King st, Norwich
 POTTING, STEPHEN, York rd, Islington, Cab Proprietor May 31 at 11 Bankruptcy bldgs, Carey st
 POULTON, FREDERICK WILLIAM, Gorrings park, Tooting Junction, Provision Dealer May 30 at 11.30 24, Railway app, London Bridge
 RAILLEY, GEORGE, Colwell, I of W, Builder June 5 at 1.30 Off Rec, 33A, Holyrood st, Newport, I of W
 REEDALL, JOHN, Lady Margaret rd, Kentish Town May 29 at 11 Bankruptcy bldgs, Carey st
 RICHARDS, HERBERT, Welshpool, Montgomery, Grocer June 3 at 10.30 1, High st, Newtown
 RICHARDS, T. J. S., Eardiston, Ruyton of the Eleven Towns, Salop, Farmer May 31 at 2.30 Wynnstay Hotel, Oswestry
 RICHARDSON, FREDERICK WILLIAM, Ramsey, Hunts, Wheelwright May 29 at 11.45 The Law Courts, Peterborough
 RIFFIN, WILLIAM GEORGE, Lenna rd, Leytonstone, Essex, Licensed Victualler May 31 at 12 Bankruptcy bldgs, Carey st
 ROGERS, ARTHUR GWYNNE, St Leonards June 6 at 11.30 County Court Office, 24, Cambridge rd, Hastings
 SMITH, GEORGE WILLIAM, Kingston, Corn Merchant May 30 at 4 Off Rec, Cambridge junc, High st, Portsmouth
 STAPLEY, HARRY, Cowes June 5 at 1 Off Rec, 32A, Holyrood st, Newport, I of W
 STARKER, JOHN, Pelsall, Staffs May 29 at 12 Off Rec, Wolverhampton
 TAGLIAPIERRO & Co, F, St Helen's pl May 29 at 12 Bankruptcy bldgs, Carey st
 TAYLOR, HARRY, Ramsey, Hunts, Baker May 29 at 2.30 The Llan Hotel, Ramsey
 TERRY, SAMUEL, Aldershot, Butcher May 30 at 12.30 The County and Borough Hall, Guildford, Surrey
 TRACHTEN, NICOLAI, and BARON TRACHTEN, Manchester, Lame Merchants May 29 at 3 Off Rec, Byron st, Manchester
 WALKER, GEORGE WILLIAM, Coventry, Grocer May 29 at 12 Off Rec, 8, High st, Coventry
 WILLIAMS, DAVID, Aberdare, Brake Proprietor May 29 at 12 135, High st, Merthyr Tydfil
 WILLIAMS, WILLIAM DANIEL, Ystradgynlais, Brecon, Collier May 30 at 12 Off Rec, 31, Alexandra rd, Swansea

ADJUDICATIONS.

AMBLER, PHILIP, Leeds, Publican Leeds Pet May 15 Ord May 15
 ATKINSON, H. LAY GORDON, Burslem, Millboard Manufacturer High Court Pet April 10 Ord May 15
 BRENE, SIDNEY HERBERT, Irving mans, West Kensington, Stationer High Court Pet May 17 Ord May 17
 BING, SAMUEL, and JOHN LAZARUS, Knightbridge st, Mantle Manufacturers High Court Pet March 22 Ord May 18
 BILLINGLEY, GEORGE, Dudley, Worcester, Grocer Dudley Pet May 15 Ord May 15
 BIRD, WILLIAM, Bath st, City rd, Boot Dealer High Court Pet April 17 Ord May 16
 BROWNIE, ALBERT GEORGE HENRY, and FRANK LEMARCHAND CLARK, Queen Victoria st, Slate Merchants High Court Pet April 28 Ord May 15
 BROOKS, HENRY JOHN, Shrewsbury, Butcher Shrewsbury Pet May 12 Ord May 17
 BUCKLEY, WILLIAM, Brighton, Furniture Dealer Brighton Pet May 15 Ord May 15
 CAMPBELL, MARY, Brynmawr, Brecon, General Dealer Tredegar Pet May 15 Ord May 15

CARDIFF, RICHARD JOHN, Gracechurch st, Mining Engineer High Court Pet Feb 20 Ord May 15
 CARTER, HAROLD EDWARD, Basinghall st, Surveyor High Court Pet May 15 Ord May 15
 CHARGE, FRANCIS EDWARD, Worcester, Hop Factor Worcester Pet May 16 Ord May 16
 COATES, FRANCIS, Stockton on Tees, Glass Dealer Stockton on Tees Pet May 16 Ord May 16
 COLLINS, FRANK, Northampton, Butcher Northampton Pet May 16 Ord May 16
 COXON, JAMES GUY, Patricroft, Lanes, Butcher Salford Pet May 16 Ord May 16
 DAVIES, THOMAS GUGH, Birkenhead, Chester, Pawnbroker Birkenhead Pet May 9 Ord May 17
 DAVIS, ARTHUR, Llandudno, Carnarvon, Coal Merchant Bangor Pet May 3 Ord May 15
 DAVEY, WILLIAM, Bradford, Picture Frammer Bradford Pet May 16 Ord May 16
 DOUGLAS CROMPTON, SYDNEY, Dover st, Piccadilly High Court Pet May 16 Ord May 16
 DURANT, STEPHEN, Aberystwyth, Cardigan, Licensed Victualler Aberystwyth Pet May 15 Ord May 15
 EDWARDS, CHARLES JOSEPH, Upper Warrington, Surrey, Builder Croydon Pet Feb 4 Ord May 15
 ESCOTT, WILLIAM HENRY, Swansea, Bootmaker Swansea Pet May 16 Ord May 16
 EYRE, EDWIN, Liverpool, Ironmonger Liverpool Pet May 17 Ord May 17
 FALCKE, MONTAGU ARTHUR, Wigmore st High Court Pet April 10 Ord May 15
 FINDLEY, CHOSE DELAPLANE, Savoy st, Strand High Court Pet Dec 6 Ord May 13
 GOUTSTON, MAURICE, Princess mans, Coldharbour In, Brixton, Tailor High Court Pet May 15 Ord May 15
 HARMIS, CLEMENT GEORGE, Leeds, Woollen Manufacturer's Traveller Leeds Pet May 15 Ord May 15
 HAWKINS, WILLIAM HENRY, Ogmose Vale, Glam, Fruiterer Cardiff Pet May 15 Ord May 15
 HEYWORTH, AGNES HELENA, Harrington rd, South Kensington, Private Hotel Proprietor High Court Pet May 16 Ord May 16
 HUFFER, ALBERT, Aldgate, Tobacco Leaf Merchant High Court Pet March 7 Ord May 16
 JAMES, EDWIN PERD, South st, Finsbury, Solicitor High Court Pet March 23 Ord May 13
 JONES, THOMAS JAMES, Brockworth, Glos, Coach Builder Gloucester Pet May 13 Ord May 13
 KIRK, WILLIAM, Barrow Hill, Staveley, Derby, Grocer Chesterfield Pet May 15 Ord May 15
 KIRKPATRICK, FANNY, Leicester, Draper Leicester Pet May 16 Ord May 16
 LAYTON, WILLIAM, Dunsdale rd, Fulham Builder High Court Pet March 23 Ord May 17
 LILEY, MARY, Meechborough, Yorks Sheffield Pet May 16 Ord May 16
 MCKILL, HENRY, Northfields, Dewsbury, Grocer Dewsbury Pet May 16 Ord May 16
 MILLER, THOMAS, Welford, Northampton, Machinist Leicester Pet May 16 Ord May 16
 MONLEY, EDWIN JOHN, Kingston on Hull, Company Manager Kingston on Hull Pet May 17 Ord May 17
 OWEN, ROBERT LRA, Prestwich, Lanes, Grocer Salford Pet April 15 Ord May 15
 OWENS, JOHN HENRY, Llanbilleth, Mon, Miner Newport, Mon Pet May 17 Ord May 17
 PRIDEMORE, JAMES EDWIN, Bridgwater, Letter Carrier Bridgwater Pet May 17 Ord May 17
 PERKINS, RICHARD WOODHOUSE, Bromley Croydon Pet Aug 31 Ord May 16
 RICHMOND, CHARLES REBERT, Latchford, Warrington, Physician Warrington Pet March 21 Ord May 16
 SHARP, FREDERICK, Levenshulme, Manchester, Butcher Manchester Pet May 17 Ord May 17
 SMITH, GEORGE WILLIAM, Portsmouth, Corn Merchant Portsmouth Pet May 15 Ord May 15
 SMITH, LOBBARINE, Hinckley, Leicester, Plumber Leicester Pet May 15 Ord May 15
 SMITH, ROBERT, Sunderland, Fruiterer Sunderland Pet May 15 Ord May 16
 STACEY, ERNEST ARTHUR, Surrey, Builder Croydon Pet May 16 Ord May 16
 STARKER, JOHN, Pelsall, Staffs Walsall Pet April 28 Ord May 16
 STENT, GEORGE HERBERT, Canterbury, Fruiterer Canterbury Pet March 16 Ord May 16
 STUDDY, HENRY EDWARD MACAULAY, Sterndale rd, West Kensington High Court Pet Feb 3 Ord March 2
 SWALLOW, FRED, Gt Grimsby, Builder Gt Grimsby Pet May 13 Ord May 13
 THOMAS, RHYS, Caerul, Maesteg, Glam, Boot Dealer Cardiff Pet May 16 Ord May 16
 WALKER, GEORGE WILLIAM, Coventry, Grocer Coventry Pet May 4 Ord May 17
 WOODHOPE, GEORGE JOHN, Brampton, Chesterfield, Furniture Dealer Chesterfield Pet May 16 Ord May 15
 WYATT, JOHN, Mortlake, Chemist Wandsworth Pet May 17 Ord May 17
 WYNN, THOMAS, Carnarvon, Coal Merchant Bangor Pet May 16 Ord May 16

Amended notice substituted for that published in the London Gazette of May 12:

DAY, JOHN WILLIAM, Meir, Staffs, Engine Fireman Stoke upon Trent Pet May 10 Ord May 10

ADJUDICATIONS ANNULLED.

JOHNSON, JAMES, Swinton, Lanes, Coal Merchant Salford Adjud July 22, 1904 Annual March 20, 1905
 THOMPSON, HENRY LANGDALE, Harrogate, Stationer York Adjud Jan 25, 1904 Annual May 9, 1905

London Gazette.—TUESDAY, May 23.

RECEIVING ORDERS.

ADAMS, ALFRED W, Rushbury, Salop, Beerhouse Keeper Shrewsbury Pet May 6 Ord May 10

ATKINSON, JOSEPH, Colne, Quarry Owner Burnley Pet May 18 Ord May 18
 BROOKES, CHARLES EDWARD, Shakespeare rd, Herne Hill, Printer High Court Pet May 18 Ord May 19
 BULLINGHAM, JOHN WILLIAM, Worthingworth, Suffolk Ipswich Pet May 18 Ord May 18
 CAMPBELL, JOHN, Selly Park, Worcester Worcester Pet May 1 Ord May 30
 CHAPMAN, HERBERT, Cambridge Heath, Tailor High Court Pet May 17 Ord May 18
 CHIDDERTON, T. W., Malden rd, Kentish Town, Boot Dealer High Court Pet May 6 Ord May 19
 CRAMPTON, JOSEPH, Staining, Lanes, Corn Miller Preston Pet May 6 Ord May 19
 DAVIS, ELLEN MATILDA, Frome, Somerset, Outfitter Frome Pet May 18 Ord May 18
 DONAN, ALFRED, jud, Dudley, Commercial Traveller Stourbridge Pet May 17 Ord May 17
 EASTER, HENRY WAITT, Newcastle on Tyne Newcastle on Tyne Pet May 10 Ord May 17
 GOLDBLATT, HYMAN, Cambridge rd, Mile End High Court Pet May 2 Ord May 19
 HERZL, HENRY, Fenchurch st, Manufacturer's Agent High Court Pet April 18 Ord May 19
 HARRIS, HENRY COSEB, Melcombe Regis, Stationer Dorchester Pet May 20 Ord May 20
 HARRIS, MICHAEL, Kenwyn, Cornwall, Ironmonger Truro Pet May 19 Ord May 19
 HARRIS, WILLIAM, Swansea, Spelterman Swansea Pet May 18 Ord May 18
 HARRIS, WILLIAM, Gloucester, Shopkeeper Gloucester Pet May 19 Ord May 19
 JONES, DAVID HUGH, Everton, Liverpool, Tailor Bangor Pet May 10 Ord May 20
 KENDALL, JANE, Walsall, Draper Walsall Pet May 3 Ord May 17
 LANE, TOM, Smethwick, Stafford, Baker West Bromwich Pet May 19 Ord May 19
 LIPSON, EVA, Sheffield, Wholesale Cabinet Manufacturer Sheffield Pet April 29 Ord May 20
 MAGG, LAWRENCE, Cardiff, Boot Dealer Cardiff Pet April 28 Ord May 19
 MILLER, JAMES, Ipswich, Dairyman Ipswich Pet May 20 Ord May 20
 PAYLING, CHARLES HENRY, South Leverton, Nottingham, Wheelwright Lincoln Pet May 22 Ord May 22
 PILLERS, ERNEST JAMES, Bristol, Solicitor Bristol Pet March 15 Ord May 19
 RANT, JACOB, Nenth, Draper Nenth Pet May 8 Ord May 19
 ROMANOWSKI, ANNIE AUGUSTA, Derby, Hairdresser Derby Pet May 18 Ord May 19
 SHIELD, GEORGE WILLIAM, Cole Kings, Watford, Commission Agent St Albans Pet May 5 Ord May 16
 SHUTE, FRANCIS THOMAS, Cuckoo rd, Harwell High Court Pet May 19 Ord May 19
 SKUSE, ABRAHAM GEORGE ALFRED BOUCHER, Birmingham, Hay Merchant Birmingham Pet May 20 Ord May 20
 TAYLOR, THOMAS ALFRED, Aston New Town, Warwick, Boot Dealer Birmingham Pet May 18 Ord May 18
 TWIBY, GEORGE, Hemsworth, York, Nurseryman Wakefield Pet May 19 Ord May 19
 TWISSSELL, WALTER JACOB, Brynmawr, Brecon, General Dealer Tredegar Pet May 19 Ord May 19
 VALLINTINE, ALBERT E, and JAMES T CHANDLER, Dover, Plumbers Canterbury Pet May 24 Ord May 20
 WILKINSON, AMOS, Newport Pagnell, Veterinary Surgeon Northampton Pet May 20 Ord May 20
 WILSON, RICHARD, Landore, Swansea, Butcher Swansea Pet May 18 Ord May 16
 WILSON, WILLIAM, Dewsbury, Leather Operative Dewsbury Pet May 19 Ord May 19

FIRST MEETINGS.

BARRETT, THOMAS HENRY, Upham, Bishops Waltham, Baker May 31 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
 BILLINGLEY, GEORGE, Dudley, Grocer May 31 at 11 Off Rec, 199, Wolverhampton st, Dudley
 BROOKES, CHARLES EDWARD, Shakespeare rd, Herne Hill, Printer June 2 at 11 Bankruptcy bldgs, Carey st
 CAMPBELL, MARY, Brynmawr, Brecon, General Dealer June 2 at 12 135, High st, Merthyr Tydfil
 CAMPBELL, JOHN, Evesham, Worcester June 2 at 11 45, Copenhagen st, Worcester
 CARPENTER, PERCY, South Norwood, Commission Agent June 1 at 11.30 24, Railway app, London Bridge
 CHAPMAN, HERBERT, Cambridge Heath, Tailor June 2 at 1 Bankruptcy bldgs, Carey st
 CHIDDERTON, T. W., Malden rd, Kentish Town, Boot Dealer June 2 at 12 Bankruptcy bldgs, Carey st
 CHRISTIAN, ISAAC, Hove, Boot Dealer May 31 at 12 Bankruptcy bldgs, Carey st
 COATES, FRANCIS, Stockton on Tees, Glass Dealer May 31 at 3 Off Rec, 8, Albert rd, Middlebrough
 COXON, JAMES GUY, Patricroft, Lanes, Wholesale Fork Butcher May 31 at 3 Off Rec, Byron st, Manchester
 CRIMP, FRANK HANLEY, Sutton Coldfield, Commercial Traveller June 2 at 12 191, Corporation st, Birmingham
 DAVE, ELLEN MATILDA, Frome, Somerset, Outfitter May 31 at 12.15 Off Rec, 26, Baldwin st, Bristol
 DAY, JOHN WILLIAM, Stafford, Engine Fireman May 31 at 3 Off Rec, King st, Newcastle, Staffs
 DOWNHAM, FREDERICK, Basingstoke, Hants, Baker May 31 at 3.30 Off Rec, Midland Bank chmbrs, High st, Southampton
 DURANT, STEPHEN, Aberystwyth, Licensed Victualler June 2 at 11.30 TOWN Hall, Aberystwyth
 EBBERT, SARAH, and AGNES THOMPSON, Sheffield, Beds, Confectioners May 31 at 3 Off Rec, Bridge st, Northampton
 EDMONDS, PAUL NETTLETON, Stroud, Glos, Cloth Merchant June 1 at 3.15 Imperial Hotel Stroud
 EDWARDS, ARTHUR, West Bromwich, Commission Agent June 2 at 11 194, Corporation st, Birmingham

ELMOTT, WILLIAM, Sheffield, nr Basingstoke, Hire Carter May 31 at 2.30 Off Rec, Midland Bank chambers, High St, Southampton

ELMOTT, WILLIAM HENRY, Swansea, Bootmaker June 2 at 12.30 Off Rec, 31, Alexandra rd, Swansea

EVANS, EDWIN, Liverpool, Ironmonger June 1 at 2 Off Rec, 35, Victoria st, Liverpool

FARRER, CHARLES RICHARD, Birmingham, General Hardware Dealer June 1 at 11 191, Corporation st, Birmingham

GOLDBLATT, HYMAN, Cambridge rd, Mile End June 6 at 2.30 Bankruptcy bldg, Carey st

GOODMAN, JOSEPH, Brondesbury, Wholesale Draper May 31 at 2.30 Bankruptcy bldg, Carey st

HARWOOD, JAMES, Darwen, Picture Framers May 31 at 11 Off Rec, 14, Chapel st, Preston

HAWKINS, WILLIAM HENRY, Osmore Vale, Glam, Fruiterer May 31 at 12.15 117, 85, Mary st, Cardiff

HENSHLEY, ARTHUR WILLIAM, Small Heath, Warwick, Builder May 31 at 11 191, Corporation st, Birmingham

HEZEL, HENRY, Fenchurch st, Manufacturer's Agent June 1 at 2.30 Bankruptcy bldg, Carey st

HUTCHESON, AGNES HELENA, South Kensington, Private Hotel Proprietor May 31 at 11 Bankruptcy bldg, Carey st

HICK, GEORGE, jun, Rev, nr Dorchester, Market Gardener June 1 at 2 Off Rec, City chambers, Catherine st, Salisbury

HOLLAND, ALEXANDER, Farnworth, Lancs, Electrical Engineer May 31 at 3 19, Exchange st, Bolton

JONES, THOMAS JAMES, Brookworth, Glos, Coach Builder June 3 at 12 Off Rec, Station rd, Gloucester

KENFARD, CHARLES, St Lawrence, Kent, Jam Manufacturer June 3 at 11.30 Off Rec, 68, Castle st, Canterbury

KENNEY, WILLIAM JOHN, South Woodford, Essex, Architect June 1 at 11 Bankruptcy bldg, Carey st

McKILL, HENRY, Dewsbury, Grocer May 31 at 11.30 Off Rec, Bank chambers, Corporation st, Dewsbury

MALPAS, TOM, Ilford, Essex, Farmer June 2 at 3 14, Bedford row

MENZIES, WALTER HUBERT, Small Heath, Birmingham Tailor June 1 at 12 191, Corporation st, Birmingham

OWEN, ROBERT LEA, Prastwich, Lancs, Grocer May 31 at 2.30 Off Rec, Byrom st, Manchester

PATLING, CHARLES HENRY, South Leverton, Notts, Wheelwright June 1 at 12.30 Off Rec, 31, Silver st, Lincoln

PEPPERALL, JAMES EDWIN, Bridgwater, Letter Carrier May 31 at 12 Off Rec, 26, Baldwin st, Bristol

POCKING, JAMES THOMAS, Catford, Commission Agent May 31 at 11.30 24, Railway app, London Bridge

ROMANOWSKI, ANNE AUGUSTA, Derby, Hairdresser May 31 at 11.30 Off Rec, 47, Full st, Derby

RUSSELL, CALEB, Groombridge, Sussex, Miller June 1 at 3 Off Rec, Pavilion bldg, Brighton

SCOTT, SAM, Liversedge, York, Innkeeper May 31 at 10.30 Off Rec, Bank chambers, Corporation st, Dewsbury

SHARP, FREDERICK, Levenshulme, Manchester, Butcher May 31 at 3.30 Off Rec, Byrom st, Manchester

SHUTE, FRANCIS THOMAS, Harwell June 1 at 12 Bankruptcy bldg, Carey st

SMITH, LORRAINE, Hinkley, Leicester, Plumber May 31 at 12 Off Rec, 1, Berridge st, Leicester

STAGGEY, ERNEST ARTHUR, Raynes Park, Surrey, Builder June 2 at 11.30 24, Railway app, London Bridge

STREET, GEORGE HERBERT, Sudbury, Fruiterer June 1 at 11.30 Bankruptcy bldg, Carey st

SWALLOW, FRED, Gt Grimby, Joiner May 31 at 11 Off Rec, St Mary's church, Gt Grimby

TERNS, JOHN, Bristol, Business Transfer Agent May 31 at 11.45 Off Rec, 26, Baldwin st, Bristol

TELFER, THOMAS, Aberaman, Aberdare, Colliery Repairer June 1 at 12 186, High st, Merthyr Tydfil

THOMAS, WILLIAM, Gallowin Farm, Port Talbot, Farmer June 2 at 12 Off Rec, 31, Alexandra rd, Swansea

WALKER, E. A. Addlestone, Surrey, Builder June 2 at 12.30 24, Railway app, London Bridge

WILLIAMS, ROBERT GEORGE, Denbigh, Licensed Victualler May 31 at 11.30 Crypt o'm's, Eastgate row, Leeds

WILSON, WILLIAM, Dewsbury, Leather Operative May 31 at 12.30 Off Rec, Bank chambers, Corporation st, Dewsbury

WOODROFFE, GEORGE JOHN, Brampton, Chesterfield, Furniture Dealer May 31 at 11 Off Rec, 47, Full st, Derby

ADJUDICATIONS.

ATKINSON, JOSEPH, ADJ. LANCs, Quarry Owner Burnley Pet May 15 Ord May 15

BILTON, LAWRENCE COOPER, Nottingham, Provision Merchant Nottingham Pet May 3 Ord May 15

BULLINGHAM, JOHN WILLIAM, Worthingworth Ipswich Pet May 15 Ord May 15

BUTTERS, CHARLES, EXING, Suffolk, Corn Dealer Cambridge Pet May 16 Ord May 16

CARTIER, LUDWIG, Sigden rd, Hackney, Financial Agent High Court Pet Nov 22 Ord May 16

CHAPMAN, HERBERT, Cambridge Heath, Tailor High Court Pet May 17 Ord May 15

CHRISTMAS, ISAAC, HOVE, Boot Dealer Brighton Pet May 15 Ord May 15

CUTHBERTSON, SYDNEY F., Regent st High Court Pet Dec 21 Ord May 16

DOCKRELL, BENJAMIN JOHN MORGAN, Lancaster gate, Medical Practitioner High Court Pet March 3 Ord May 15

DOMAN, ALFRED, jun, Dudley, Commercial Traveller Stourbridge Pet May 17 Ord May 17

EASTON, HENRY WAITT, Newcastle on Tyne Newcastle on Tyne Pet May 10 Ord May 19

GELLING, EDWARD WEBSTER, BARNES, Surrey, Insurance Supervisor Wandsworth Pet April 7 Ord May 15

HAMILTON, BASAL SCHOLO A DOUGLAS, Aldershot Guildford Pet Feb 8 Ord May 16

HANNAFORD, JOHN SAMUEL, Mutley, Plymouth, Builder Plymouth Pet April 13 Ord May 19

HARPER, RICHARD ALBERT, Kingswood, Glos, Traveller Bristol Pet May 11 Ord May 20

HARRIS, ARTHUR JOHN, Bristol, China Dealer Bristol Pet May 2 Ord May 20

HARRIS, WILLIAM, Landore, Swansea, Spelterman Swansea Pet May 18 Ord May 18

HARRIS, WILLIAM, Gloucester, Shopkeeper Gloucester Pet May 19 Ord May 19

HARRIS, HENRY COSENS, Melcombe Regis, Stationer Dorchester Pet May 20 Ord May 20

HARRIS, MICHAEL, Kenwyn, Cornwall, Ironmonger Truro Pet May 19 Ord May 19

HARRISON, HENRY BAINBRIDGE, Norwich, Mechanical Engineer Norwich Pet May 15 Ord May 22

HOLLAND, ALEXANDER, Farnworth, Lancs, Electrical Engineer Bolton Pet May 4 Ord May 20

HURBAN, WILLIAM HENRY, Sun st, Finsbury, Publican High Court Pet April 17 Ord May 20

HYDE, JOHN, Hornchurch, Essex, Butcher Chelmsford Pet April 15 Ord May 17

JOHNSON, ROBERT, and JOHN WILLIAM JOHNSON, Hartley, Northumberland, Stone Merchants Newcastle on Tyne Pet April 17 Ord May 17

JONES, DAVID HUGH, Everton, Liverpool, Tailor Bangor Pet May 20 Ord May 20

LANE, TOM, Smethwick, Stafford, Baker West Bromwich Pet May 19 Ord May 19

LUNGH, GIOVANNI, and ALFRED ARTHUR BUCCI, Craven rd, Paddington, Restaurant Proprietors High Court Pet Jan 11 Ord May 20

MILLER, JAMES, Ipswich, Dairyman Ipswich Pet May 20 Ord May 20

MOULE, THOMAS WILLIAM, Wolverhampton, Coach Builder Wolverhampton Pet May 9 Ord May 19

NELSON, CHARLES LUCIUS, Seven Kings, Essex, General Carrier High Court Pet May 5 Ord May 19

PAYLING, CHARLES HENRY, South Leverton, Nottingham, Wheelwright Lincoln Pet May 22 Ord May 22

REDMAN, SAM, Bradford, Brewer's Assistant Bradford Pet April 28 Ord May 20

RODDIS, CAROL, Wavertree, Liverpool, Boot Dealer Liverpool Pet March 29 Ord May 19

SALTER, HARRY JOHN, High Holborn, Electrical Engineer High Court Pet April 7 Ord May 18

SAUNDERS, JOHN JAMES, Loudwater, Bucks, Coal Merchant Aylesbury Pet March 22 Ord May 19

SCOTT, J. ROBERT, Blandford, Dorset, Racehorse Trainer Dorchester Pet March 3 Ord May 19

SCUDAMORE, JAMES E., King's Heath, Worcester, Grocer Birmingham Pet April 11 Ord May 19

SHARLAND, JAMES, Stairfoot, nr Barnsley, Wagon Repairer Barnsley Pet April 28 Ord May 17

SHUTE, FRANCIS THOMAS, Harwell High Court Pet May 19 Ord May 19

SMITH, ALEXANDER, Notting Hill High Court Pet Sept 23 Ord May 15

STAPLEY, HARRY, Cowes, I of W Newport Pet April 10 Ord May 19

TERRY, SAMUEL, Aldershot, Butcher Guildford Pet May 3 Ord May 19

TWIST, GEORGE, Hemsworth, York, Nurseryman Wakefield Pet May 19 Ord May 19

TWISSELL, WALTER JACOB, Brynmawr, Brecon, General Dealer Tredegar Pet May 19 Ord May 19

WADDINGTON, TOM, Keighley, Tripe Dealer Bradford Pet April 27 Ord May 19

WEBB, THOMSON, Essex rd High Court Pet March 21 Ord May 20

WELKINSON, AMOS, Newport Pagnell, Bucks, Veterinary Surgeon Northampton Pet May 20 Ord May 20

WILSON, RICHARD, Landore, Swansea, Batch r Swansea Pet May 18 Ord May 18

WILSON, WILLIAM, Dewsbury, Leather Operative Dewsbury Pet May 19 Ord May 19

ADJUDICATIONS ANNULLED.

WELLS, JANE STEWART, Crawley, Sussex Brighton Adjud July 6, 1904 Annual May 12, 1905

BUTT, FREDERICK JAMES, Bricket Wood, St Albans, Herts St Albans Adjud Nov 1, 1898 Annual April 17, 1903

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